



**CITY OF COTTONWOOD
NOTICE OF REQUEST FOR QUALIFICATIONS**

**DESIGN BUILD SERVICES FOR
COTTONWOOD ULTRAVIOLET WASTEWATER DISINFECTION SYSTEM INSTALLATION
PROJECT**

Notice is hereby given that the City of Cottonwood, (hereinafter referred to as “City”) is soliciting Statements of Qualifications from Design-Build Firms, in accordance with Arizona Revised Statutes Title 34, for the design and construction of the **Ultraviolet Wastewater Disinfection System Installation Project, installation of a new ultraviolet disinfection system for the Cottonwood Wastewater Treatment Plant.** This procurement shall be a one-step competition pursuant to A.R.S. § 34-603(C), with the intent to award a single contract pursuant to 34-603(E). The City will hold interviews with three, but not more than five firms or as the law may otherwise allow. The City will select the persons or firms on the final list and their order on the final list solely through the results of the interview process. See A.R.S. § 34-603(C)(2)(c)(i).

The City invites interested firms to submit written Statements of Qualifications relating to this project. A Selection Committee will then evaluate the firms’ qualifications and experience with similar projects. The City will select **THREE (3) to FIVE (5)**, or as many as the law may allow, from those submitting Statements of Qualifications for Interviews. The City will hold interviews with the above-noted qualifying persons or firms and will select the persons or firms on the final list and their order on the final list solely through the results of the interview process. The selection criteria and relative weight of the selection criteria to be used in the interviews will be provided to the participants prior to the interviews. The City intends to enter into negotiations, pursuant to A.R.S. § 34-603(E) with the top ranked Offeror as determined by the interview evaluation. If necessary and pursuant to A.R.S. § 34-603(E), the City may enter into negotiations with subsequently ranked Offerors. The City's budget for design and construction for the installation of the UV Disinfection System is estimated at \$150,000.00 to \$250,000. The final budget amount will be dependent on the design requirements for installation of the system. Construction is scheduled for the Fall of 2016.

Any interested Offerors may obtain a copy of this solicitation by email requests sent to jcook@cottonwoodaz.gov or calling **928-340-2714**, or a copy may be picked up during regular business hours at the Purchasing Department, 816 North Main Street, Cottonwood, AZ. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within the RFQ. Written questions regarding the RFQ must be received by the Purchasing Department no later than 96 hours prior to the due date. Questions may then be responded to by written amendment to this document. **Oral statements or instructions shall not constitute an amendment to the RFQ.**

All submittals must be received by the due date and time assigned at the submittal location specified herein. **Any response not received at the specified submittal location or received at the specified submittal location after the due date and time assigned will be returned unopened.** The City of Cottonwood reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

**SUBMITTAL DUE DATE:
SUBMITTAL LOCATION:**

June 10th, 2016 AT 10:00 A.M. LOCAL AZ TIME
Cottonwood Administrative Services Department
Attn: Purchasing Agent
816 North Main Street, Cottonwood, AZ 86326

**PRE-SUBMITTAL CONFERENCE DATE:
(Attendance NOT mandatory)
TIME:
LOCATION:**

June 3rd, 2016
10:00 A.M. LOCAL AZ TIME
Cottonwood Waste Water Treatment Plant
1480 W. Mingus Avenue, Cottonwood, AZ 86326

QUESTIONS SHALL BE DIRECTED TO:

Purchasing Agent
816 North Main Street, Cottonwood, AZ 86326
928-340-2714
jcook@cottonwoodaz.gov

Publish Dates: Verde Independent—May 22nd, 2016 and May 29th, 2016.

SCOPE OF SERVICES

I. INTRODUCTION

The City of Cottonwood requests submittal of from Design-Build Firms, in accordance with Arizona Revised Statutes Title 34, for the design and construction for the installation of a new Wedeco Duron Ultraviolet Wastewater Disinfection System for the Cottonwood Wastewater Treatment Plant. The objective of this Request for Qualifications (RFQ) is: to identify a short list of up to three (3) and not more than five (5) qualified providers for these services; hold interviews with the short list of qualified providers on weighted selection criteria pursuant to A.R.S. § 34-603(C)(2)(c); establish a final list of qualified providers and their order on the final list solely through the results of the interview process; and, negotiate a single Design Build contract with highest ranking proposer to accept City's proposed contract to design and build the system. The selection criteria and relative weight of the selection criteria to be used in the interviews will be provided to the short listed providers. Design-Build Team shall be appropriately licensed to perform design and construction services in the state of Arizona.

II. DETAILED SERVICES

A. Project/Program Requirements:

The project budget includes engineering analysis, design, site preparation, and installation of a new Wedeco Duron ultraviolet wastewater disinfection system and related support systems, commissioning and training of City personnel to operate and maintain the facilities, as well as all incidental administrative and project management costs.

B. Project Scope:

The project consists of the following components:

- Design (final programming through construction documents) and permitting.
- Engineering and surveying as needed.
- Site preparation as needed.
- Installation of a Wedeco Duron Ultraviolet Wastewater Disinfection System. Final inspection and sign off by City.
- Commissioning of the site as it becomes operational
- Training of City personnel in operation and maintenance of systems, minimum of 8 hours on site.
- The Wedeco Duron system has been purchased and is in transit. Estimated delivery is mid to late June 2016.

C. Timeline:

- Design 1 months
- Construction: 1 month
- Installation to begin: TBD.
- Total Contract Duration: 2-3 months

D. Site Information

Located at 1480 W. Mingus Av. Cottonwood Arizona. The treatment facility is a 1.0 MGD activated sludge extended aeration wastewater treatment plant built in 1989 with a major upgrade in 2000. The existing ultraviolet disinfection system was built by Trojan UV Technologies and installed in 2000. **THE PLANT MUST REMAIN IN OPERATION DURING CONSTRUCTION.** Each Offeror should independently verify all aspects of the site to determine the construction conditions and limitations. The Wedeco Duron system purchased by the City will be installed parallel to the existing system in an adjacent channel. The City would prefer if possible to maintain delivery of reclaimed effluent to customers during construction.

E. Commissioning

The installation shall go through a full commissioning procedure to be performed or provided by the Contractor as part of the Contract.

F. Training

After initial start-up, the Contractor shall provide training to the City's facility personnel and/or facility occupants in the operation and maintenance of the ultraviolet disinfection system. Training will include what to do in the event of emergencies, routine maintenance issues, warranty information and contact information for warranty questions. Allow for a minimum of 8 hours of training on site.

A current operations and maintenance manual (3 hard copies and an electronic version) shall be provided that outlines essential maintenance and warranty information.

III. SELECTION PROCEDURE

Selection of a Design-Build Firm will follow a one-step process with interviews pursuant to A.R.S. § 34-603(C) and any award of contract to be negotiated pursuant to A.R.S. § 34-603(E). Initially, proposers must submit a "Statement of Qualifications" (SOQ) which presents the Firm's qualifications, understanding and approach to the Project, and the resources available to perform the work. Specific directions for preparing this submittal are found in this Request for Qualifications, ***Instructions to Offerors*** section. The weighted selection criteria to be used in judging the SOQ's and selecting the persons or firms to be interviewed are set forth below.

SOQ submittals will be forwarded to the Selection Committee which has been established pursuant to A.R.S. § 34-603(C)(3). The committee will then review the Statement of Qualifications submittals and rate them in accordance with the published evaluation criteria contained herein. Three (3) to five (5) of the highest ranked firms from the SOQ competition will be short-listed and invited to participate in oral interviews and presentations to the Selection Committee. Weighted interview criteria will be provided to the firms prior to their interviews. The firms will be ranked based on their scores on the established weighted interview criteria. The City of Cottonwood will then enter a negotiation process with the highest-ranking firm first, pursuant to A.R.S. § 34-603(E).

IV. NEGOTIATED CONTRACT PROCEDURE

At the conclusion of the interview stage, the highest ranking short-listed firm shall be notified of its position and shall be invited to negotiate with the City for a contract to design and build this project pursuant to A.R.S. § 34-603(E). The negotiation will be conducted pursuant to and in compliance with A.R.S. § 34-603(E). If negotiations are successful, a contract with that Offeror will be recommended to the City for approval. If not

successful, negotiations will be terminated and the next highest ranking Offeror on the short list will be asked to enter into negotiations for this project pursuant to A.R.S. § 34-603(E). This process shall continue until the City establishes a contract or terminates the procurement. The City intends to spend no more than its project budget.

INSTRUCTIONS TO OFFERORS

- 1. PRE-SUBMITTAL CONFERENCE:** The date and time of a pre-submittal conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Persons with a disability may request a reasonable accommodation by contacting the Purchasing Agent at (928) 340-2714. Requests for accommodations must be made forty-eight (48) hours in advance of the event.
- 2. SUBMITTAL FORMAT: Original and 5 copies (6 total) of each submittal** should be turned in to the Purchasing Agent, on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The format as outlined in the Evaluation Criteria shall be followed. Material shall be in sequence and related to the solicitation. **The sections of the submittal shall be tabbed and clearly identifiable.** The City will not provide any reimbursement for the cost of developing or presenting submittals in response to this RFQ. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the Offeror's submittal.
- 3. WHERE TO SEND SUBMITTALS:** In order to be considered, the Offeror must complete and send their Statement of Qualifications to the City of Cottonwood, Purchasing Agent, 816 N. Main Street, Cottonwood, Arizona 86326, by no later than the specified opening date and time. The Offeror's submittal shall be presented in a sealed envelope with the **OFFEROR'S NAME** and **RETURN ADDRESS** written on the envelope. The words "**SEALED SUBMITTAL**" with **PROJECT DESCRIPTION, DATE, TIME,** and **SUBMITTAL OPENING DATE** shall be written on the envelope.
- 4. INQUIRIES:** Any question related to this solicitation shall be directed, in writing, to the Project Manager whose name appears on the front side of this document. **The Offeror shall not contact or ask questions of the department for whom the requirement is being procured.** Any correspondence related to a solicitation should refer to the appropriate project description, page and paragraph number. However, the Offeror must not place the project description on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.
- 5. CONTRACT NEGOTIATIONS:** At the completion of the selection process, the City may enter into negotiations with the top ranked Offeror to determine fees and matters identified and allowed by A.R.S. § 34-603(E), and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made by the City to the Offeror whose submittal and subsequent negotiation is most advantageous to the City.

- 6. AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the City reserves the right to:

 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all offers, or portions thereof; or
 - (3) terminate the solicitation; or
 - (4) reissue the solicitation.

- 7. FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Services and the Work, laws, regulations and other factors affecting performance of the Work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the factors and difficulties attending the performance of the Work. The signing of a Contract will constitute a representation of compliance by the Offeror with this paragraph and that Offeror can complete the Project as described in this RFQ. There will be no subsequent adjustment, other than that provided by the Contract, for lack of such familiarization.

- 8. LATE PROPOSALS:** Late submittals will not be considered and will be returned to the "Offeror" unopened.

- 9. WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw their proposal by submitting a written request to the Project Manager stating the reason for withdrawal.

- 10. SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the Offeror's submittal.

- 11. CONFIDENTIAL INFORMATION:** If an Offeror believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Project Manager should be so advised in writing. The City shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the Offeror utilizes the "Protest" provision.

- 12. SUBCONSULTANTS/SUBCONTRACTORS:** Offeror should disclose in writing any major sub-consultant or subcontractor to be utilized in the performance of services herein. For each such sub-consultant or subcontractor, detail on respective qualifications should be included. This provision does not apply to trade subcontractors that will be retained subsequent to any award.

- 13. PROPOSAL REJECTION:** Submission of additional terms, conditions, and/or agreements with the submittal may result in submittal rejection.

- 14. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Administrative Services General Manager or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions

that are not expressly approved in writing by the Administrative Services General Manager or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

15. PREPARATION OF SUBMITTAL:

A. EVALUATION REQUIREMENTS: The evaluation will be conducted pursuant to A.R.S. § 34-603(C) and in accordance with the following plan:

1) **Screening Phase:** The criteria for screening firms in this selection process is as follows:

- Experience & Qualifications of the D-B Project Team
- Qualifications of the D-B Firm/ Available Resources
- Technical Conceptual Approach
- Project Innovation and Creativity
- Subcontractor Selection Plan

Points shall be assigned according to the above listed criteria. The Offerors will then be ranked accordingly and the top three (3) to five (5) ranked firms will then be invited to participate in Presentations/Interviews.

Experiences with the City, entities that Selection Committee members represent, and any other owner may be taken into consideration when evaluating qualifications and experience. Experience in other forms of contracting may also be considered by the Selection Committee in determining competence. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

B. INSTRUCTIONS FOR SUBMITTAL:

All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed in original ink by the authorized person signing the offer. Periods of time, stated as a number of days, shall be in **consecutive calendar days**. It is the responsibility of all Offerors to examine the entire RFQ package, to seek clarification of any requirement that may not be clear, and to check all responses for accuracy before sending in a submittal.

Statements of Qualifications shall be limited to the information specifically requested. Submittals failing to follow the section format instructions outlined below may be rejected. The Offeror will be notified in writing of the reason(s) for rejection. A page is one side of an 8 1/2" x 11" sheet (minimum font size is 11 pt.).

1. **COVER LETTER** - Shall contain the following information (2 Pages Maximum):

- An expression of the firm's interest in being selected for this Project.
- A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet the City's quality and schedule expectations.
- The name and registration number of the principal or officer, properly registered with the Arizona Board of Technical Registration at the time of submittal, who will be responsible for the design work included in this contract.
- The name, Arizona Registrar of Contractors category, and permit number of the person who will be primarily responsible for the construction work.

- The Contractor's statement that they will utilize only fully qualified, trained employees or subcontractors to perform the work specified in this contract. Each individual shall be appropriately licensed to perform services under this contract.
- A statement detailing the legal structure of the firm's project team and/or consortium of firms.
- A single individual as the City's point of contact for any future correspondence

2. **EVALUATION CRITERIA** - The format as outlined in the **EVALUATION CRITERIA SECTION** shall be followed. Statements of Qualifications should be limited to a maximum of **FIFTEEN (15)** pages, excluding the resumes of key personnel.
3. **SUPPORTIVE INFORMATION** - Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, references, etc., and at the sole discretion of the Offeror; however, any such materials shall count against the fifteen (15) page maximum.

EVALUATION CRITERIA

1. EXPERIENCE & QUALIFICATIONS OF THE D-B PROJECT TEAM – 30 POINTS

Firms shall submit a brief explanation of why their firm and subcontractors/sub consultants are qualified for this particular project and how their project team's workload can accommodate the addition of a contract of this type. The Firm shall also identify their internal policies/procedures to assure a quality product and completion of tasks on schedule and within budget. Of special interest to the City of Cottonwood are:

- Similar Ultraviolet Wastewater Disinfection System installation projects your firm has completed and their detailed history, initial budget, total actual cost, and schedule/timeline for design and for construction, actual time of completion, any problems or disputes, any savings or other achievements.
 - Describe process for the design and installation of Ultraviolet Wastewater Disinfection Systems with channel modification requirements.
 - Quality assurance procedures to be used during the field investigation, design and construction phases to insure constructability and minimize design and construction change orders.
 - Procedures to assure completion of tasks on time and on budget.
 - Procedures to track performance of subcontractors and sub consultants.
- a. Identify the Primary firm, the Design-Build Project Manager, the Construction Project Manager/Engineer, Key Staff, and other members of the Project Team, their qualifications and experiences, and address the role each member will perform in this Project. Provide a current resume for the following personnel:

1. Design-Build Project Manager. The person (or persons) who will:

- be responsible for ensuring that adequate personnel and other resources are made available for this project;
- handle all contractual matters;
- be ultimately responsible for the quality, costs and timeliness of the Design-Build team's performance; and
- be responsible for all design aspects of the project.

State the person's position and authority within the Design-Build firm. Discuss previous projects similar in nature for which this person has performed a similar function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.

2. Construction Project Manager/Engineer. The person who will actively manage the construction of this project. Identify all projects that this person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.

- b. Identify other members of the project team including major sub consultants/subcontractors that provide special expertise or will perform key tasks. This requirement does not apply to trade subcontractors that will be retained after award of Contract; however, Offeror may include

whomever they deem important to this process. Describe their anticipated roles. Identify and describe projects where team members have collaborated in the past and if the contractor intends to utilize sub consultants or subcontractors in the performance of the proposed work. Provide a brief statement of qualifications for each of the proposed sub consultant(s) and/or subcontractor(s) that identifies the work to be performed, experience and qualifications of the firms, project manager for the proposed work and any relevant licenses, registrations or certifications that the subcontractor(s) bring to the project.

- c. Please describe how you will recruit and train workers on the construction team and assure the quality of their work.
- d. Please indicate if you intend to hire some or all workers locally or bring in a full work crew of installers. Indicate the anticipated size of the design team and the build team.

2. QUALIFICATIONS OF THE D-B FIRM / AVAILABLE RESOURCES – 30 POINTS

- a. Identify the legal structure of the firm and/or consortium of firms that prepared the SOQ and who will be ultimately responsible for the Project. Describe the business experience of the firm(s) as it relates to carrying out projects of this type and scale.
- b. Describe the organizational structure of the firm, the management approach, and how each partner and major subcontractor fit into the structure; please provide names and roles.
- c. Furnish examples of three similar projects in which participants have completed their tasks ahead of schedule and/or below budget, including an explanation of how this was accomplished and contact information for reference checks on these projects.
- d. For these similar projects, describe the ultraviolet wastewater disinfection technologies used, installation design methodologies, new technologies being planned at present for new projects, and lessons learned.
- e. Describe the methods the firm has in place for addressing claims, contract modifications, and schedule recovery to maintain the completion date.
- f. Describe Offeror's internal procedures for developing, monitoring, and maintaining project budgets and schedules.
- g. Indicate the resources that will be made available, and from what source, to perform the work for the project. Demonstrate that appropriate resources will be committed to perform the work and complete the Project on schedule.
- h. Discuss quantitatively how this project would impact the current and anticipated workload of the office(s) that will perform this work. If staffing up will be necessary, discuss in which areas it will be necessary, and how it will be accomplished.
- i. Describe any equipment or any other resources the firm has which will enhance their ability to accomplish this project and any relationship with suppliers of equipment likely to be used which will assist in meeting deadlines, avoiding equipment shortages, etc. .

- j. Describe any notable expertise, or other special capabilities of members of the Design-Build project team that are critical to your proposal.

3. TECHNICAL CONCEPTUAL APPROACH - 25 POINTS

- a. Provide a brief description of the types of system components likely to be used and your understanding of construction methods required to install these components, including your basic structural, electrical and plumbing plans.
- b. Provide a brief overview of your proposed system performance verification methodology.
- c. Briefly describe your overall plan for construction at the site, including precautions to Maintain plant operations during construction.
- d. Briefly describe your plan to ensure continued delivery of reclaimed effluent during construction.

4. PROJECT INNOVATION AND CREATIVITY - 10 POINTS

- a. Demonstrate any innovative ways your project will reduce the costs of design, construction, installation and commissioning of this project.
- b. Demonstrate any innovations in your proposed installations that could be replicated by the City of Cottonwood in future projects to reduce costs or increase visibility.

5. SUBCONTRACTOR SELECTION PLAN – 5 POINTS

- a. Submit a proposed Subcontractor Selection Plan pursuant to ARS §34-603. The plan must describe procedures to be used in selecting subcontractors, and selection shall be based on a combination of qualifications and price.
- b. Identify the criteria under which qualifications and price will be evaluated, and describe whether a one-step or two-step selection process will be employed, including detail on the process.

ADDITIONAL DOCUMENTATION

6. SUPPORTIVE INFORMATION

Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, references, etc., and at the sole discretion of the Offeror.

7. DESIGN-BUILD FIRM'S INFORMATION FORM

Complete the form as provided (see next pages).

DESIGN-BUILD FIRM'S INFORMATION FORM

CONTACT PERSON: _____

DESIGN-BUILD FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

CONTACT PERSON: _____

PRIMARY CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

**AZ. CONTRACTOR
LICENSE NUMBER:** _____

CONTACT PERSON: _____

PRIMARY DESIGNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

AZ. REGISTRATION No.: _____

SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS

<u>COVERAGE AFFORDED</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statute
Employers Liability:	
Each Accident	\$500,000
Each Disease	\$500,000
Each Disease (Pol Limit)	\$500,000
Commercial General Liability	\$1,000,000 CSL
Aggregate	\$2,000,000 CSL
Including:	
A. Products & Completed Operations	
B. Blanket Contractual	
C. Premises-Operations-Personal Injury	
Professional Liability	\$1,000,000 (Minimum)
Insurance (Errors and Omissions) Combined Single Limit (See Special Conditions)	
Automobile Liability Per Person	\$1,000,000 - CSL
Auto Liability Per Accident	\$2,000,000 - CSL
Insurance including: non-owned &Hired vehicles	
Builder's Risk Insurance	Contract Value (Less site preparation)
Including: Fire, Extended Coverage, Vandalism and Malicious Mischief, and Theft. Builder's Risk insurance shall be required on all vertical construction.	

SPECIAL CONDITIONS:

1. THE CITY OF COTTONWOOD WILL BE ADDED AS AN ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. AN ENDORSEMENT SHOWING THE CITY AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY SHALL BE SUBMITTED PRIOR TO CONTACT AWARD.
2. Policies shall contain a waiver of subrogation against the City.
3. Policies will not be cancelled or reduced in coverage without thirty (**30**) days written notice to the City of Cottonwood, Risk Manager, 816 N. Main Street, Cottonwood, Arizona 86326.
4. Deductibles **MUST** be stated on the certificate of insurance, are subject to the review and approval of the City, and shall be paid by the Contractor in the event of a claim.
5. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City is exposed.

6. Professional liability insurance carried by the Offeror must cover all elements of the project including professional services performed by subcontractors. If the Offeror's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

The City reserves the right, at its sole option, to furnish the Builder's Risk Insurance at the City's expense. In the event that the City exercises such right, Contractor shall reduce General Conditions and overhead accordingly.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THIS SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- A. **City** - The City of Cottonwood, Arizona, 827 N. Main Street, Cottonwood, AZ 86326
- B. **Agency or User Department** – Used interchangeably to mean the City department or division responsible for managing the project.
- C. **Design-Build** -- The process of entering into and managing a contract between the City and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services, and pre-construction services, all as more fully described in A.R.S. § 34-601 *et seq.*, which is adopted and made a part hereof as if fully rewritten herein in its entirety.
- D. **Contractor or Firm** – Used interchangeably in referring to the person, firm or corporation with whom the City has entered into the Contract.
- E. **Major Subcontractor or Sub consultants** - This term refers to major participants in the Design-Build Team and does not apply to trade subcontractors unless the Offeror/Contractor deems them to be major participants that should be so identified.
- F. **Selection Committee** – The committee established pursuant to A.R.S. § 34-603(C)(3) to formally evaluate Statements of Qualifications and Interviews according to the evaluation criteria listed herein and to be provided later.

- G. Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- H. Contract** - The legal agreement executed between the City of Cottonwood, AZ and the Offeror/Firm.
- I. City Purchasing Agent** - The City employee specifically designated as responsible for monitoring and overseeing the performance under this Contract. Also referred to as City Designated Purchasing Agent.
- J. Administrative Services General Manager** - The contracting authority for the City of Cottonwood, AZ, authorized to procure contracts and amendments thereto.

2. CERTIFICATION: By signature in the offer section of the Offer page, your firm certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Offeror submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Offeror and has the authority to bind their firm to a Contract.

3. AMERICANS WITH DISABILITIES ACT: The Offeror shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

4. CONFIDENTIALITY OF RECORDS: The Offeror shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the RFQ shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently prepare the Statements of Qualifications or perform the services requested. Persons requesting such information should be referred to the City. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed under the RFQ, unless otherwise agreed to in writing by the City.

5. GRATUITIES: The City may, by written notice to the Offeror, cancel this solicitation if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City. In the event this solicitation is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Offeror the amount of the gratuity.

6. APPLICABLE LAW: This RFQ shall be governed by the law of the State of Arizona, and suits pertaining to this RFQ shall be brought in the State of Arizona, Yavapai District Court.

7. LEGAL REMEDIES: All claims and controversies shall be subject to the Cottonwood City Charter and Code.

8. **CONTRACT AMENDMENTS:** The Administrative Services General Manager or designee has the sole authority to:

- A) Amend the contract or enter into supplemental verbal or written agreements;
- B) Grant time extensions or contract renewals;
- C) Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified as set forth in the Contract arising from the RFQ and with the approval of the Administrative Services General Manager or designee. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Administrative Services General Manager through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law including, but not limited to, A.R.S. § 34-601 *et seq.*, and any clause required by law to be in the RFQ shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the RFQ shall forthwith be physically amended to make such insertion or correction.

10. **SUBCONTRACTS:** No subcontract shall be entered into by the Offeror with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Administrative Services General Manager or designee. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Offeror. The Offeror is responsible for contract performance whether or not sub-consultants are used. The City shall not unreasonably withhold approval and shall notify the Offeror of the City's position within fifteen (15) days of receipt of written notice by the Offeror.

11. **ADVERTISING:** Offeror shall not advertise or publish information concerning this selection process without the prior written consent of the City.

12. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of the Offeror/ Consultant/Contractor or sub-consultant/subcontractor which is related to the performance of any contract to be awarded.

13. **BUSINESS LICENSES AND PERMITS:** Offeror shall maintain in current status, all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Offeror as applicable to this Contract. City of Cottonwood business license will be required.

14. **PROJECT LICENSES AND PERMITS:** Offeror shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:

- A. City of Cottonwood permits
- B. Federal, State and City authorizations
- C. ADEQ Permits

15. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to this procurement.
16. **PUBLIC RECORD:** All Statements of Qualifications submitted in response to this request shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification. If an Offeror believes that their SOQ contains information that is a trade secret or other proprietary data that should remain confidential and not be disclosed as required in A.R.S. § 39-121, the Offeror must submit a written statement with the SOQ advising the City of this. If the City concurs the information will be withheld. If the City does not concur the information will be disclosed. SOQ's submitted requesting that the entire SOQ be held confidential may be rejected as non-responsive.
17. **SUBSEQUENT EMPLOYMENT:** The City may cancel this solicitation without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City is or becomes, at any time while the RFQ or any extension of the RFQ is in progress, an employee of, or a Consultant to any other party to this solicitation with respect to the subject matter of the RFQ.
18. **PROJECT COMPLIANCE:** At a minimum, the Offeror should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Design-Build team to alert the City of any deviation from this requirement. **(Note: It is the Design-Build project team's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. The inclusion of this list is for informational purposes only and is not intended to be all inclusive).**

FEDERAL:

1. The Hazard Communication Act, CFR 1910-1200- handling hazardous materials
2. Resource Conservation and Recovery Act, 42 USC 6901 et. Seq. - Hazardous waste disposal
3. 36 CFR 800 – Protection of Historical and Cultural Properties
4. National Historic Preservation Act of 1966
5. 23 CFR 771 – Environmental Impact and Related Procedures
6. Americans with Disabilities Act (ADA), PL 101-336
7. Section 4(f) of the Department of Transportation Act
8. Executive Order 11988 (Floodplain Management)
9. FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
10. FHPM 7-7-9 – Air Quality Guidelines
11. National Environmental Policy Act of 1969, 1973 and supplements
12. Executive Order 11990 (Protection of Wetlands)
13. Wild and Scenic Rivers Act of 1968
14. Section 404 of the Clean Water Act of 1977
15. Federal Farmlands Act of 1981
16. FHWA Technical Advisory T6640.8m, “Guidance Material for the Preparation of Environmental Documents”
17. Section 1424 (e) of the Safe Drinking Water Act (Sole Source Aquifer Review).
18. 36 CFR 60 – Determinations of Eligibility for Inclusion in the National Register of Historic Places

19. Public Law – 91-646 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
20. Wilderness Act of 1964, Public Law 88-577
21. Arizona Desert Wilderness Act of 1990, Public Law 101-628
22. Resource Conservation and Recovery Act (RCRA)
23. Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
24. Superfund Amendments and Reauthorization Act (SARA)
25. United States Forest Service, Integrated Resource Management (3rd Edition), August 1990
26. Endangered Species Act
27. Other Authorities: OSHA, Occupational Safety & Health Administration
28. Other governmental authorities having jurisdiction over the design or implementation of the Project.

STATE:

1. Arizona Revised Statutes (ARS) Title 34 Section 34-104 - Use of proprietary specifications
2. ARS Title 41 Section 41-844 - Findings of subsurface archaeological remains
3. ARS Title 34 Section 34-401 - Designing for the physically disabled
4. ARS Title 34 Section 34-601 *et seq.*, Construction Services
5. Arizona Native Plant Law
6. Arizona Historic Preservation Law
7. State Water Quality Law
8. ADOT Action Plan
9. ADOT Highways Division Policy and Implementation Memorandum 89-05, “Preservation of Arizona’s Wetlands,” August 1, 1989
10. Noise Abatement Policy for State Funded Projects
11. Arizona Environmental Quality Act (EQA)
12. Hazardous Waste Management Act (HWMA)
13. Underground Storage Tank Act of 1986

LOCAL:

1. The Building Code of the City of Cottonwood
2. Drainage Report and/or Grading Permit
3. Industrial Wastewater Discharge Permit
4. Native Plant Preservation Ordinance
5. Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

- 19. INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage

requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

- 20.** Any protest regarding this procurement shall be presented and processed through A.R.S. § 34-603(J). Strict compliance with the procedures and actions set forth therein will be required.

OFFER PAGE

TO THE CITY OF COTTONWOOD:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____

Phone: _____

Fax: _____

Email: _____

