



REQUEST FOR QUALIFICATIONS (RFQ)

FOR CONCEPTUAL ARCHITECTURAL SERVICES FOR A PUBLIC RECREATION CENTER IN THATCHER, AZ

RESPONSES DUE: JULY 1, 2021 at 5:00 PM

Sealed responses are to be submitted to:

Town of Thatcher, 3700 W. Main St., PO Box 670
Thatcher, AZ 85552

Proposals received after the deadline will not be considered.

RFQ NO. 2021-01

ISSUE DATE: JUNE 3, 2021

The Town of Thatcher (TOT) in conjunction with Eastern Arizona College (EAC), the Town of Pima (TOP), and Graham County, is soliciting Statements of Qualifications (Proposals) for the provision of Conceptual Architectural Services on a single contract basis, as identified in the Scope of Services herein.

Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications ("RFQ").

A Non-Mandatory Pre-proposal conference is scheduled for Wednesday, May 23, 2021 at 10:00 A.M., at the Town of Thatcher, Town Hall, 3700 W. Main Street. Information regarding the solicitation requirements and the TOT's solicitation process are provided during the pre-solicitation conference. Interested parties are encouraged to attend.

1. REQUIRED INFORMATION: This RFQ contains various sections which require completion. Responses to this RFQ ("Proposals") must be completed and returned prior to the Due Date and Time for Proposal opening or the Proposer shall be found non-responsive.

2. NOTICE OF PUBLIC DOCUMENTS: Any and all materials initially or subsequently submitted as part of the solicitation process for this RFQ shall become the property of the Town of Thatcher (TOT), and shall be treated as TOT documents subject to typical practice and applicable laws for public records.

3. ADDENDA: Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested by the TOT. Addenda will be posted and available through the TOT notification methods shown above.

4. SUBMITTAL FORMAT REQUIREMENTS: Proposal shall be submitted in hard (paper) copies. Submission of proposals electronically will not be accepted. The proposal and all copies must be received on or before the Due Date and Time (local time) at the Thatcher Town Hall located at 3700 W. Main Street, PO Box 670, Thatcher, AZ, 85552. Proposals must be presented in a sealed container unless otherwise indicated.

It is the sole responsibility of the Proposer to utilize the forms provided in this RFQ and to ensure their proposal is delivered to the TOT prior to the Due Date and Time. The Proposer's name, return address, RFQ title, Due Date, and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) original clearly identifying Proposer and marked "ORIGINAL".
- Four (4) copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic copy on a storage device.

NOTE: Proposal responses submitted via facsimile or email will not be accepted.

5. MINOR DEFECT: The TOT reserves the right to waive any minor defect, irregularity, or informality in any proposal.

6. EVALUATION: Proposals will be evaluated as outlined in this RFQ.

7. AWARD: The TOT reserves the right to accept any proposal or combination of proposal alternates which, in the TOT's judgment will best serve the TOT's interest, reject any and all proposals or any part of a proposal, and to negotiate terms with the Successful Proposer(s). The TOT reserves the right to waive any informality in a proposal, and to award an agreement that is in the best interest of the TOT.

The TOT reserves the right to award the Agreement on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the TOT.

The TOT reserves the right to make an award to the responsive and responsible Proposer whose service meets the terms, conditions, and specifications of the RFQ and whose Proposal is considered to best serve the TOT's interest.

8. INFORMATION: Within this solicitation are several Sections as follows: Section 1 describes special terms and conditions that will apply to this RFQ and any resulting Agreement, Section 2 describes scope of services being sought under this RFQ, Section 3 describes the proposal response requirements and provides forms and instructions for preparing a proposal in response to this RFQ, and Section 4 lists instructions for submitting a response to this RFQ.

9. RFQ SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented in Table 1 below. The TOT, at its sole discretion, may modify this schedule as the TOT deems appropriate.

- RFQ Issue Date: June 3, 2021
- Non-Mandatory Pre-proposal Conference June 23, 2021, 10:30 AM
- Deadline for Delivery of Questions June 24, 2021, 5:00 PM
- Due Date and Time (for delivery of Proposals) July 1, 2021, 5:00 PM
- Selection Committee Meeting – Interviews (if conducted) July 7, 2021, 9:00 AM
- Selection Committee Meeting - Final Evaluations July 7, 2021

*The TOT reserves the right to advance or delay scheduled dates.

10. POINT OF CONTACT: For information concerning procedures for responding to this RFQ, contact the TOT via email at hbrown@thatcher.az.gov. Such contact shall be for clarification purposes only.

11. QUESTIONS: Each Proposer must examine this RFQ, which incorporates all its addenda, appendices, exhibits, drawings, instructions, special conditions and attachments to determine if the requirements are clearly stated. All questions concerning this RFQ, such as discrepancies, omissions and exceptions to any term or condition of the RFQ documents, including the Sample Agreement, should be submitted in writing to the TOT via email at hbrown@thatcher.az.gov. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the RFQ schedule above.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

SECTION 1: SPECIAL TERMS AND CONDITIONS

A. INTRODUCTION AND INFORMATION

1. Purpose

The TOT is soliciting proposals for the provision of Architectural Services for the conceptual design and cost estimation of a public recreation center, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFQ.

B. TERMS AND CONDITIONS

1. Addenda, Changes, and Interpretations

Questions and inquiries concerning the RFQ and specifications of this solicitation shall be submitted in writing to the TOT via email at hbrown@thatcher.az.gov for receipt no later than the date set for receiving Proposals ("Deadline for Delivery of Questions"). Requests received after the Deadline for Delivery of Questions may not be addressed.

Material changes, if any, to the requirements, scope, specifications, or the solicitation process shall be made by official written addendum issued by the TOT.

All addenda are a part of the RFQ solicitation documents and each Proposer shall be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

2. Selection Criteria/Evaluation of Proposals

TOT staff will open all responses that have been timely received and review them for compliance with the requirements of the RFQ. The review process will be conducted at a minimum of two phases. In Phase One, TOT staff shall determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in this RFQ, and a responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ.

Submittals may be considered non-responsive based on factors such as failure to include any information required by this RFQ, failure to utilize or complete the required forms, failure to conform to applicable laws, misstatement or concealment of any material facts, and similar circumstances.

In Phase Two, the TOT will establish a Selection Committee to review and evaluate the RFQ submissions submitted in response to this RFQ. The Selection Committee will evaluate all proposals received and select the proposers considered best qualified to serve the TOT's interest.

The Selection Committee will determine whether each proposer is responsible. For the purposes of this RFQ, a responsible proposer means a person or firm/team that has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance.

Ranking of firms and final selection will be based on the following criteria:

- Experience, Background, Reference Feedback 30 Pts
- Projects for Similar Services 15 Pts
- Approach to Project Management 25 Pts
- Organizational Structure (capacity, resources, personnel) 20 Pts
- Location of office and Assigned Project Manager 10 Pts

Each Selection Committee member will evaluate, rank, and score the proposals for each of the evaluation criteria listed above. The Selection Committee may create a short list of Proposers from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only, those proposals from Proposers that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank Proposals without conducting interviews with Proposers. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the TOT. Consideration will be given for unqualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals.

Selection Committee shall perform a final ranking of short-listed Proposers **(if interviews are conducted)**. At any time during the process, the TOT may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the TOT with any additional information reasonably requested by the TOT. The TOT shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the TOT deems necessary to fairly evaluate a proposal.

The TOT reserves the right to negotiate such terms and conditions with the top ranked Proposers as it deems to be in the best interest of the TOT. In the event an agreement is not negotiated to the TOT's satisfaction with any of the top ranked Proposers, the TOT may abandon such negotiation, and negotiate with another top ranked Proposer in the discipline.

3. **The TOT'S Acceptance or Rejection of Proposals**

The TOT reserves its exclusive right to:

- Disregard all non-conforming, non-responsive, unbalanced or conditional proposals.
- Reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ.
- Accept the proposal which is the best overall proposal, based on the selection criteria listed.

- Reject any and all non-responsive proposals.
- Waive minor irregularities in any proposal.
- Issue addenda or otherwise revise the requirements in this RFQ.
- Issue requests for new proposals.
- Cancel this RFQ.

Any or all proposals may be rejected if the TOT concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work in this RFQ if re-advertised.

The TOT may reject proposals if two (2) or more Proposers are planning a merger or are in the process of merging with or acquiring other Proposers, and the TOT concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the TOT may reject all proposals in which such Proposers are involved.

4. Changes and Alterations

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal Due Date and Time.

5. Proposer's Costs

The TOT shall not be liable for any costs incurred by Proposers in responding to this RFQ.

6. Invoices/Payment

The TOT will accept invoices no more frequently than once per month. Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project.

7. Modification of Services

The TOT reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the TOT, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the TOT on any portion of an Agreement resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The TOT may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services and shall provide the TOT prices on such additional items or services based upon a formula or method, which is the same or similar to, that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the TOT, the TOT reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the TOT agree on modifications or revisions to the task elements, after the TOT has approved work to begin on a particular task or project, and

a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the TOT for approval prior to proceeding with the work.

8. Non-Exclusive Contract

Proposer(s) agree and understand that the Agreement shall not be construed as an exclusive arrangement and further agrees that the TOT may, at any time, secure similar or identical services from another supplier at the TOT's sole option.

9. Contract Agreement

By submitting a proposal, the Proposer(s) agree to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments, and sample Agreement. Once the TOT selects the most qualified firm and ranks the top firms, the TOT shall negotiate the price for the services with the qualified firm.

10. Subcontractors

If a Proposer proposes to use subcontractors in the course of providing services to the TOT, this information shall be a part of the proposal. Such information shall be subject to review, acceptance and approval of the TOT, prior to any award. The TOT reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets TOT approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the TOT's approval or disapproval, and indemnify and hold harmless the TOT and the TOT's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the TOT.

The Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Proposer.

11. Insurance Requirements

The Successful Proposer shall supply proof of insurance, detailing terms and provisions of coverage. Without limiting any of the other obligations or liabilities of the Successful Proposer, the Successful Proposer shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the TOT (or for such duration as it otherwise specified herein), the following insurance coverage:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each disease, and Five Hundred Thousand Dollars (\$500,000) for aggregate disease.

- C. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
1. Premises and/or Operations.
 2. Independent Contractors.
 3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 4. Broad Form Property Damage.
 5. Contractual Coverage applicable to this specific Agreement.
 6. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
- D. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
1. Owned Vehicles
 2. Hired and Non-Owned Vehicles
 3. Employers' Non-Ownership
- E. Professional Liability Insurance with minimum limits per occurrence applicable to TOT projects as follows:

Construction Cost Range

- 0 - 99,000 \$250,000
- 100,000 – 299,000 \$500,000
- 300,000 - 499,000 \$750,000
- 500,000 - Above \$1,000,000

All general liability and motor vehicle insurance policies shall name the Town of Thatcher as an additional insured.

The Successful Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the TOT.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Arizona, with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Thatcher shall be notified at least ten

(10) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the TOT or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the TOT.

The Successful Proposer must submit a current Certificate of Insurance, naming the Town of Thatcher as an additional insured and listed as such on the insurance certificate, no later than ten (10) days after award and prior to commencement of any work. New certificates of insurance are to be provided to the TOT upon expiration. All renewal or replacement certificates of insurance shall be forwarded to the TOT.

12. Award of Agreement

An Agreement shall be awarded by the TOT. The TOT reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the TOT's best interests. The TOT reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the in the TOT.

13. Unauthorized Work

The Successful Proposer(s) shall not begin work until an Agreement has been awarded and executed by the TOT Board, and a purchase order and/or task order has been issued. Successful Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Successful Proposer(s) following TOT award.

14. Uncontrollable Circumstances (Force Majeure)

The TOT and Successful Proposer will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the TOT may excuse performance for a longer term. Economic hardship of the

Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

15. News Releases/Publicity

News releases, publicity releases, or advertisements relating to the Agreement or the tasks or projects associated with the project shall not be made by Proposers without prior written approval by the TOT.

16. Substitution of Personnel

It is the intention of the TOT that the Successful Proposer's personnel proposed for the Agreement will be available for the term of the Agreement. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to TOT approval. In the event substitute personnel are not satisfactory to the TOT and the matter cannot be resolved to the satisfaction of the TOT, the TOT reserves the right to cancel the Agreement for cause.

17. Indemnity/Hold Harmless Agreement

The Proposer shall indemnify and hold harmless the TOT, its officers, directors, and employees, from or on account of all liabilities, damages, losses and costs at trial and appellate levels, sustained by any person or persons, to the extent actually caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and any persons employed or utilized by the Proposer in the performance of the services pursuant to this Agreement, and any associated Work Authorization (excluding the actual or alleged negligence, or actions based upon the willful, wanton or intentional misconduct of the TOT or its officers, directors, agents or employees. The Proposer agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or Town laws, by-laws, ordinances or regulations by the Proposer, his subcontractors, agents, servants or employees. Proposer further agrees to indemnify and save harmless the TOT from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the TOT on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the TOT for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

18. Specifications

The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer must notify the TOT prior to the Deadline for Delivery of Written Questions and Objections. If no such notification is received prior to the Deadline for Delivery of Written Questions, the TOT will consider the specifications to be acceptable to all Proposers.

19. Proposal Firm for Acceptance

Proposer warrants that by virtue of submitting a Proposal, the Proposal will be firm for acceptance by the TOT for a period of one hundred fifty days from the Due Date and Time.

20. Communications

Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the TOT as duly authorized expressions on behalf of Proposer.

SECTION 2: SCOPE OF SERVICES

A. SCOPE

1. The Town of Thatcher, Eastern Arizona College, the Town of Pima, and Graham County are in the planning phase of developing a public recreation center. The goal of this particular project and RFQ is to bring a consultant on board to produce a high-quality conceptual plan of the recreation complex, as well as an accurate cost estimate. The scope of work to be performed by the selected consultant shall include:
 - a. Conceptual Design Services – Within the scope of the practice of architecture, provide preliminary design, with the finished product being high-quality, vibrant and enticing drawings, renderings, floorplans, isometrics, etc.
 - b. Cost Estimation – Produce an accurate construction cost estimate for the designed rec. complex.
 - c. Site Selection – Assist and offer input on the selection of the site for the complex.
 - d. Site Plan – As part of the preliminary design of the rec. center, include a preliminary site plan. The plan should incorporate desired site features that mesh and flow with the footprint of the structure, such that the boundary of the indoor/outdoor space is blurred.

2. Successful Proposer (hereinafter in this Scope referred to as Consultant) shall provide all labor, materials, equipment, supplies and travel to provide Professional Services to include all necessary disciplines and sub-disciplines.

3. **Components of Recreation Complex and Site:**
 - a. The consultant will work with the TOT to determine the components within the conceptual recreation complex:
 - i. Must include components include at least two full size basketball courts, ground level wellness center, indoor/outdoor swimming pool, multiuse rooms.
 - ii. Other potential components include upper-level walking track, food service area/coffee shop, child care area, indoor racquetball courts, activity room, and possibly others.
 - iii. Consideration shall also be made for a potential phased construction process which would yield a final seamless appearing product.
 - b. The consultant will work with the TOT to determine the components of the conceptual site plan. Potential components include parking, landscaping, pickleball courts, sports fields, and likely others.

C. GENERAL DUTIES OF CONSULTANT:

The relationship of the Consultant to the TOT will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement and any subsequent Work Assignment in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the TOT and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the TOT objectives as set forth in the Work Assignment, which will be made a part of this Agreement upon execution by both parties.

The TOT will establish a budget for each Work Assignment. The Consultant shall be responsible for providing, at no additional cost to the TOT, new designs, drawings, specifications, reports and other applicable services if the Contractor exceeds the budget for the entire project through completion of the design phase of the project; however, nothing contained herein shall require the Consultant to bear additional costs if the additional costs are a result of a change in the Work Assignment scope of services directed by the TOT.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the TOT, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the TOT.

SECTION 3: PROPOSAL RESPONSE REQUIREMENTS

A. SUBMITTAL FORMAT

To facilitate and expedite review, and to ensure that all submittals can be evaluated on an equitable basis, the TOT asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in a delay in evaluating your Proposal or disqualification. To assist you in preparing your response, the TOT's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

CHAPTER 1 – LETTER OF INTENT:

Provide a cover letter no longer than one (1) page in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number, and email address.

CHAPTER 2 - PROPOSERS INFORMATION

- A. State of organization or incorporation.
- B. Ownership structure of Proposer's company.
- C. Federal Identification Number.
- D. Contact information for Proposer's Corporate headquarters.
- E. Contact information for Proposer's Local office (if any).
- F. Years in business
- G. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers
- H. Contact information for Proposer's primary & secondary representatives during this RFP process.
- I. Provide the names of the persons who are principals of the company.

CHAPTER 3 - MINIMUM QUALIFICATION REQUIREMENTS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the State of Arizona and licensed to do business in Arizona.
- B. Must have been in business for a minimum of twenty-four (24) months prior to the Due Date and Time.
- C. Has no reported conflict of interests in relation to this RFQ.

CHAPTER 4 - EXPERIENCE, BACKGROUND, REFERENCE FEEDBACK

- A. Submit a detailed narrative description documenting Proposer's overall Professional Services, background, and experience as follows:
 - 1. Experience in the following as applicable:

- a. Architectural services, especially any recreation complex experience, or related structures.
 - b. Site planning/development, especially involving public/municipal facilities
 - c. Civil engineering
 - d. Mechanical / Electrical / Plumbing
 - e. Structural
2. Experience in other related services that complement the above referenced Professional Services.
 3. Awards, certifications, or other recognition received by Proposer relative to work on projects in the designated Professional Services.
- B. Submit up to five (5) client references for whom Proposer has provided Professional Services similar to those specified in this RFQ in the past five years and who are agreeable to respond to a request from the TOT regarding proposer's experience. Each client reference should include the following:
1. Organization name
 2. Contact name(s)
 3. Contact email address
 4. Address
 5. Telephone number
 6. Dates of service (start/end)
 7. Scope (Type of Professional Service provided)
- C. Submit the following information documenting experience of the key personnel proposed by Proposer to include, but not limited to the following:
1. List of up to five (5) key personnel who are proposed for work on this project to include any subcontractors.
 2. Provide the role of each of the above referenced personnel within the provision of services.
 3. For each key personnel listed above, provide a resume/bio of the individuals experience, qualifications, work history, education and any related licenses and certifications.

CHAPTER 5 - PROJECTS FOR SIMILAR SERVICES

- A. List up to five projects that Proposer has provided Professional Services within the last five years to include the following information:
1. Organization/Owner name
 2. Address
 3. Project date
 4. Status of project (Design, Construction, Substantial Completion, Complete)
 5. Project description and role of firm

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section.

CHAPTER 6 – REQUIRED FORM A - PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the TOT, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone Number(s): _____

Email Address: _____

Federal Identification Number: _____

Acknowledged by: _____

Firm Name: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

By signing this document, the Proposer agrees to all terms and conditions of this RFQ which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CHAPTER 7 – EVIDENCE OF INSURANCE

Certificate of current insurances showing coverage, forms, limits. NOTE: Actual insurance certificates will be required from successful Proposer upon award.

SECTION 4: INSTRUCTIONS

A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a representative of Proposer who is legally authorized to bind the Proposer (See Form A, Signature Authority). Each proposal shall remain valid format least one hundred and fifty (150) days after the Due Date.

B. PROPOSAL FORMAT

Each proposal shall include all the requested information and documentation. Proposals shall be organized in chapters, as indicated in the table below. Proposals should be on 8-1/2x11 paper, with the exception of drawings, plans, renderings and other specialized documents). All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a complete response on the form, the response may be continued on an additional separate page immediately following the form. The additional separate pages must identify the form it represents (e.g., Form A - Proposal Submittal Signature Page cont'd) and shall be consecutively numbered. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be consecutively numbered.

Proposals in response to this RFQ should contain all of the forms, documentation, and information requested in Section 3. In instances where a response is not required, or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" should be provided.

SECTION 5: AGREEMENT

AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF THATCHER AND THE CHOSEN FIRM SHALL BE REQUIRED BEFORE WORK BEGINS. THE TOWN AND CONSULTANT SHALL WORK TOGETHER TO DRAFT THE AGREEMENT.