REQUEST FOR STATEMENTS OF QUALIFICATION:
COMMUNITY FACILITY DISTRICT ENGINEERING SERVICES
FOR THE TOWN OF FLORENCE, ARIZONA

INTRODUCTION

The Town of Florence will accept sealed statements of qualifications for On Call Professional Services at the address or physical location until the date and time detailed below. Late offers will not be considered. *Offers shall be submitted in a sealed package clearly labeled "*MERRILL RANCH #2 COMMUNITY FACILITY DISTRICT ENGINEERING & PROFESSIONAL SERVICES FOR THE TOWN OF FLORENCE*" and the Offeror's name and address clearly indicated on the front of the package.* All offers shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* request for statement of qualifications.

Offer Due Date:	Friday, June 24, 2016
Offer Time:	2:00 PM Arizona Time
Number of Qualifications:	1 unbound original 1 bound copy and 1 electronic copy submitted on a CD or flash drive
Contact:	Lisa Garcia, Deputy Town Manager/Town Clerk
E-Mail:	Lisa.Garcia@florenceaz.gov PO Box 2670 775 N. Main Street Florence, AZ 85132 (520) 868-7552 Paul.Hendricks@florenceaz.gov
Mailing Address:	PO Box 2670, 775 N. Main Street, Florence, AZ 85132
Location:	PO Box 2670, 775 N. Main Street, Florence, AZ 85132

OFFER

To the Town of Florence: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the Town an offer that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the Town . Any exception to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the Town prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the Town.

The undersigned Offeror declares that before preparing this offer, he or she read the Proposal documents ("RSOQ") carefully, and that this offer is made with full knowledge of the RSOQ requirements. By signing this offer, Offeror agrees to all conditions contained in the Proposal Documents. The Offeror declares that he or she has lawful authority to execute the within and foregoing Offer. The Offeror declares that he or she has received any Addenda issued.

Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ _____ Email: _____
Federal Employer Identification Number: _____	Telephone: _____
_____ Company Name	_____ Authorized Signature for Offer
_____ Address	_____ Printed Name
_____ Town State Zip Code	_____ Title

INSTRUCTIONS TO OFFEROR

PREPARATION OF OFFER:

- Telegraphic (facsimile) or Mailgram offers will not be considered.
- The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- Erasures, interlineations, or other modifications in the offer shall be initialed in original ink by the authorized person signing the Offer.
- If price is a consideration and in case of error of prices in the offer, the unit price shall govern. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- Periods of time, stated as a number of days, shall be calendar days.
- It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications ("RSOQ")* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting an offer. Negligence in preparing an Offer confers no right of withdrawal after offer due date and time.

INQUIRIES:

Any question related to the *RSOQ* shall be directed in writing or via e-mail to the person whose name appears on the front. Any correspondence related to a *RSOQ* should refer to the appropriate *RSOQ* ID, page, and paragraph number. However, the Offeror shall not place the *RSOQ* name on the outside of any envelope containing questions since such an envelope may be identified as a sealed offer and may not be opened until after the official *RSOQ* due date and time.

OFFER FORMAT:

A total of one (1) unbound original document (label original) one (1) bound copy document and one (1) electronic copy submitted on a CD or flash drive shall be submitted in the format indicated in the Offer Format and Requirement section of the RSOQ. The submittal shall be limited to ten (10) pages, plus resumes.

- Cover Letter (1 page)
- General Information (1 page)
- Experience (2-4 pages)
- Understanding of Florence Projects (2-4 pages)
- Approach (2-4 pages)
- Summary

DUE DATE AND TIME:

Offerors must submit offers to the Town Clerk or designee by 2:00 pm on June 24, 2016 at the address listed on the Introduction/Offer Sheet (Page 1 of RSOQ). Late offers will not be accepted.

OFFER OPENING:

Offers shall be opened immediately following the time and at the place designated on the cover page of this document. The name of each Offeror and the identity of the request for statements of qualifications for which the offer was submitted shall be publicly read and recorded in the presence of a witness.

WITHDRAWAL OF OFFER:

At any time prior to the specified offer due date and time, an Offeror (or designated representative) may withdraw the offer. An offer may not be amended or withdrawn after the offer due date and time except as otherwise provide by applicable law.

AMENDMENT OF OFFER:

Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the document prior to the specified offer due date and time.

EVALUATION:

The Town of Florence shall evaluate the qualifications of Offerors based upon the following criteria listed below in relative order of importance.

- Firm's demonstrated experience with the Professional Services offered.
- Firm's demonstrated experience working with other governmental entities, regulatory agencies, irrigation districts, developers, private entities, and correctional institutions related to the Professional Services offered.
- References and current work history will be confirmed. Negative responses may be a basis for disqualification.
- Quality and applicability of proposed approach and expertise.
- Overall conformance to RSOQ including offer format and required responses

BRAND NAME OR EQUAL PRODUCTS (WHERE APPLICABLE):

For all products being proposed, the Town reserves the right to ask the Offeror to provide additional warranty information as a part of the evaluation process. Substitution of brand name products listed in the Scope of Services may be a basis for rejection of the offer.

DISCUSSIONS AND INTERVIEWS:

After the receipt of offers, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. The Town reserves the right to conduct personal interviews or require presentation of any or all offers prior to selection. The Town will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

RSOQ CRITERIA AND WEIGHTED SCORING

A firm will be selected through a qualifications-based selection process. Firms interested in providing professional services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

- General Information (0 – 5 points)
  - The Transmittal Letter shall:
    - State that all information and statements contained in the Proposal are current, correct and complete and,
    - That the Proposal is provided without collusion or fraud.
    - Contains a listing of all firms, which are part of the Respondent's Project team and designate a contact person for all communications to and from the Town of Florence.

- Experience and Qualifications (0 – 30 points)
  - Identify at least four comparable contracts the firm has completed of which one should be a municipal contract. Special consideration will be given to firms that have provided services for contracts with similar scopes of work.
    - For each comparable contract identified, provide:
    - Services provided by the firm (specify agency or entity that contracted for the services provided by your firm).
    - Project Owner contact information.
    - Reference information (two names with telephone numbers per project).
  - Identify the location of the firm's principal office, and percentage of the work to be done locally.

- Experience of Key Personnel (0 – 25 points)
  - List Key Project Team Members. Describe their availability to the project, their roles, and their overall qualifications to fulfill their roles.
  - Identify the home office (city & state) location of key staff on this project and their length of time with the firm.
  - Include experience and qualifications of key personnel from any proposed sub-consultants.

- Understanding of the Project and Approach (0 – 25 points)
  - Identify specific challenges which, based on the experience of your firm, might be anticipated on this project based on the scope of work outlined above.
  - Describe your firm's project management approach, coordination, cost controls, work quality, and timelines on similar types of work.

- Overall Evaluation of Firm/Team (0 – 15 points)
  - To be determined by panel members. No submittal response required.

INTERVIEW CRITERIA AND WEIGHTED SCORING

The RSOQ weighted scoring (100 points per firm, maximum) is only used to determine the firms that will be invited for interviews. The interviews will have a separate weighted scoring (100 points maximum as determined by the Selection Panel), as listed in the following table that will be utilized to create a final on-call list.

Interview Weighted Scoring	
Criteria	Maximum Points
1. Presentation	
• General Information	10
• Experience & qualification of the firm/team	15
• Experience of key personnel to be assigned to project	20
• Understanding of the project & approach to the project	15
Total Presentation Points	60
2. Questions & Answers related to presentation criteria above	20
3. Overall evaluation of the firm/team and its perceived ability to provide the required services	15
4. Site visit to understand opportunities or constraints	5
Total Points for Interviews	100

Questions pertaining to the consultant selection process or contract issues should be directed to Paul Hendricks, EUSI, at phendricks@cox.net.

SCOPE OF SERVICES

INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

GENERAL BACKGROUND

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

- Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
    - Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
    - Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
    - Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

- Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
    - Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
    - Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.

- Preparing necessary engineering reports and recommendations.
- Preparing detailed plans, specifications and cost estimates.
- Preparing Bid Documents and Evaluating Bids
- Preparing construction safety plans.
- Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
- Obtaining all permits.

- Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - Providing consultation and advice to the Town during all phases of construction.
  - Representing the Town at preconstruction conferences.
  - Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - Preparing and negotiation of change orders and supplemental agreements.
  - Observing or reviewing performance tests required by specifications.
  - Preparation of as-built and record drawings.
  - Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - Making final inspections and submitting final documents to regulatory agencies.

- Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:
  - Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
  - Detailed factory, shop, and/or laboratory inspections of materials and equipment.
  - Land surveys and topographic maps.
  - Field and/or construction surveys.
  - Photogrammetric surveys.
  - Expert witness testimony in litigation and administrative proceedings involving specific projects.
  - Project feasibility studies.
  - Preliminary Engineering Reports and Technical Assistance Studies.
  - Public information and communications.

- Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- Preparation of property maps, ALTA Surveys, and Title Research.
- Preparation of permit applications and associated proceedings for regulatory agencies.

STANDARD TERMS AND CONDITIONS

These terms shall be the Standard Terms for any Contract entered into as a result of the RSOQ and are incorporated therein and shall be fully binding upon the Offeror/Contactor.

CERTIFICATION

By signature in the Offer section of the Offer Award Page, the Offeror certifies that:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offer or shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
- The Offer or has not given, offered to give, or 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. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offer or may be debarred.

GRATUITIES

The Town may, by written notice to the Offer or, cancel the resultant contract if it is found by the Town 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 Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

APPLICABLE LAW

In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the Town of Florence including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The contract is subject to the provisions of ARS § 38-511; the Town may cancel the contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

CONTRACT

The resultant contract between the Town of Florence and the Contractor shall include the:

- RSOQ, including instructions, terms and conditions, scope of work, attachments, and any amendments thereto,
- The contract terms of the "resultant" contract(s), and to the extent it is consistent with the terms of the RSOQ and resultant contract
- The offer submitted by the Offer or in response to the RSOQ.

In the event of a conflict in language between the solicitation, the contract or the offer, the provisions and requirements of the written resulting contract shall govern. However, the Town reserves the right to clarify in writing, any contractual terms. The RSOQ shall govern in all other matters not affected by the written resultant contract.

CONTRACT APPLICABILITY

The Offer or shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town, are not applicable to this RSOQ or any resultant contract.

RELATIONSHIP TO PARTIES

It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.

SUBCONTRACTS

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the Town. The Contractor is responsible for contract performance whether or not Subcontractors are used.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town , its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the

resultant Contract. Contractor's duty to defend, hold harmless, and indemnify the Town , its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant contract including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

OVERCHARGES BY ANTITRUST VIOLATIONS

The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

RIGHT TO ASSURANCE

Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

RIGHT TO AUDIT RECORDS

The Town may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the Town.

RIGHT TO INSPECT PLACE OF BUSINESS

The Town may, at reasonable times inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

INSPECTION

All material and/or services are subject to final inspection and acceptance by the Town. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Town may elect to do any or all:

- Waive the non-conformance
- Stop the work immediately
- Bring material into compliance

This shall be accomplished by a written determination by the Town.

LIENS

All materials, service or construction shall be free of all liens, and if the Town requests, a formal release of all liens shall be delivered to the Town.

LICENSES

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.

PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

COST OF SUBMITTAL/OFFER

The Town shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

TERMINATION FOR NON-APPROPRIATION

Any contract entered into by the Town shall terminate at the end of the then current fiscal period for non-appropriation of funds if the Town's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The Town's fiscal period ends June 30th of each year.

WARRANTIES

Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Town shall not alter or affect the obligation of contractor or the right of Town under the foregoing warranties.

COOPERATIVE USE OF CONTRACT

In addition to the Town of Florence and with the approval of the Contractor, this contract may be extended for use by other municipalities, school districts and government agencies of the

State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this contract will be the sole responsibility of each eligible political subdivision. The town shall not be responsible for any disputes arising out of transactions made by others.

ADDITIONAL INFORMATION

All questions about the meaning or intent of the RSOQ are to be submitted to Paul Hendricks, EUSI, at phendricks@cox.net. (the "Contact Person") in writing as set forth in the notice of RSOQ above. Any interpretation, clarification, or other additional information considered necessary by Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the RSOQ documents. Inquiries regarding this RSOQ directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this RSOQ will not be binding upon the Town for any purpose. Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or official of the Town. A verbal reply to an inquiry does not constitute a modification of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other Town employee unless the solicitation specifically identifies a person other than the Contact Person.

Addenda may be issued to clarify, correct, supplement, or change the RSOQ documents. Potential Offerors are responsible for obtaining all addenda relevant to this RSOQ through the issuing office or by other means. Failure to acknowledge receipt of any addendum by Offeror may result in disqualification of that Offeror's proposal in the sole discretion of the Town.

An offer by a corporation, partnership or limited liability company shall be executed in the name of the legal entity and signed by an authorized person and accompanied by evidence of authority to sign. The state of information of the entity and the entity's address for receiving notices shall be shown.

The offer shall contain evidence of Offeror's authority and qualifications to do business in Arizona and the Town, Offeror's Arizona contractor license number and classifications, and any other required business and/or tax licenses required by the Town shall also be shown on the Offer form. Any deviations from the RSOQ standards may render the offer non-responsive.

An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.

The Offeror will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. 1-501 and 1-502 by completing the "Demonstrating Lawful Presence" form provided by the Town as Exhibit A.

No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties (the "resultant contract"). If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this RSOQ. The Town reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.

The terms "Offeror", "Contractor", "firm", and "consultant" may be utilized interchangeably in the provisions of this solicitation and the proposal documents. The Town and Offeror may be referred to in this contract collectively as the "parties" and each individually as a "party". The Town of Florence is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals to this solicitation.

Notwithstanding any other provision of this RSOQ, the Town expressly reserves the right to reject any or all offers, or portions thereof; and/or waive any defect or informality in an offer; and/or reissue a RSOQ; and/or exercise any other rights available to the Town under the terms of the RSOQ, the Town Code, law, or equity; and/or to withhold the award of the RSOQ for any reason the Town determines, in its sole discretion.

Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience of Offerors.

Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the Town. It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.

All offers submitted in response to this solicitation and all evaluation related records shall become the property of the Town and shall become a matter of public record for review, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws. Requests for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in offers submitted, and the information sought to be protected clearly marked as proprietary. Town will not insure confidentiality of any portions of the offer that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's office. Requests shall be made as early as possible to allow time to arrange the accommodation.

The Offer form submitted shall include a signature by a person authorized to sign the offer. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.

Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for any project.

- Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

- A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the Contractor to penalties up to and including termination of this contract at the sole discretion of the Town.

- The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

- The Town may, at is sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

- Neither the Contractor, nor any subcontractor, shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

  The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements attached as Exhibit B, as modified by any applicable Special Provisions, of the contract. Town may, in the contract documents, designate

additional insured(s) along with Town (and their respective employees, representatives, agents and officials) on all required insurance policies, and all coverage applicable to the Town under this section and the Insurance Requirements in this RSOQ shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of this contract.

Contractor's certificates and endorsements shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements set forth in the contract documents, including the Town's Insurance Requirements.

All warranties, representations and indemnification by Contractor shall survive the completion, termination or other expiration of this contract.

Contractor shall cause all work, materials, services or construction provided or performed under the contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form, of all liens to the Town.

Town may terminate the contract, without penalty or recourse, at any time for its convenience by written notice to the Contractor specifying the termination date. In the event of termination which not the fault, in whole or in part, of the Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for work or services properly performed by Contractor prior to the termination date.

Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the Town, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The contract and all contract documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions thereof. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this contract and all contract documents shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

Federal Immigration and Nationality Act (FINA): By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

The Town may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the Town suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the Town may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

SPECIAL TERMS AND CONDITIONS

These terms shall be the Special Terms for any contract entered into as a result of the RSQO and are incorporated thereon and shall be fully binding upon the Offeror/Contractor.

PURPOSE

The Town of Florence intends to establish professional service contract(s). The products and services required are detailed in this RSOQ. Based on an evaluation of the Offers and qualifications of the firms responding to this solicitation, the Town desires to retain a qualified firm until project is completed.

AUTHORITY

This Solicitation as well as any resultant contract is issued under the authority of the Town. No alteration of any resultant contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

TERM OF CONTRACT

The term of any resultant contract shall commence on upon the issuance of a valid purchase order following the date of award and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

PAYMENT

The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

TAXES

The Town of Florence is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

KEY PERSONNEL

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.

- The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the Town.

- If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Town, and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town remains confidential pursuant to applicable requirements.

AWARD OF CONTRACT

Notwithstanding any other provision of this Request for Statement of Qualifications, the Town expressly reserves the right to:

- Waive any immaterial defect or informality: or
- Reject any or all offers, or portions thereof, or
- Reissue a Request for Statement of Qualifications
- Unless the Offeror states otherwise, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

RESULTANT CONTRACT

A contract shall be issued between the Town and the successful Offeror(s) following award by the Town Council.

COMPENSATION EVALUATION

Pursuant to A.R.S. 34-103, *et. seq.,* the most qualified firm or person(s) shall be asked for priced proposals. In the event an agreement cannot be established with the top ranked firm or person(s), the negotiations shall be terminated and the next highest ranked firm or person(s) shall be asked for a priced proposal. This process shall continue in turn with the highest ranked and qualified firm or person(s) until an agreement is reached.

LIQUIDATED DAMAGES

Liquidated damages shall be in the amount of $1,000.00 for each calendar day of delay.

- If the contract is not terminated, the Contractor shall continue performance and be liable to the Town for the liquidated damages until the products are delivered or services performed.

- In the event that the Town exercises its right of termination, the Contractor shall be liable to the Town for any excess costs, in addition to the liquidated damages until such time the Town may reasonably obtain delivery or performance of similar supplies or services from another supplier.

INSURANCE

The Town requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The Town will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated in the attached Exhibit B. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

CONTRACT CANCELLATION

The Town reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term or condition of any resultant contract. The Town will issue written notice to the Contractor for acting or failing to act as in any of the following:

- The Contractor provides material that does not meet the specifications of the contract;
- The Contractor fails to adequately perform the services set forth in the specifications of the
  contract
- The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- The Contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the Contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Town. Failure on the part of the contractor to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:
    - Cancel any contract
    - Reserve all rights or claims to damage for breach of any covenants of the contract;
    - Perform any test or analysis on materials for compliance with the specifications of the contract.
        - If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the contractor by:
    - Deduction from an unpaid balance;
- Collection against the bid and/or performance bond, or;
- Any combination of the above or any other remedies as provided by law.

Exhibit A

Demonstrating Lawful Presence

Bids, Proposals or Qualifications

Arizona Revised Statues 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An 1-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

****Attach copy of document to this sheet.**

_____ _____

Signature of Applicant Date

_____ _____

Signature of Town Date

Exhibit B

INSURANCE REQUIREMENTS

1. Contractor's Obligation: Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. General Liability Coverage: Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. Coverage Amounts: Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	$500,000- $1,000,000
Contractors General Liability	
a. General Aggregate	$2,000,0
b. Products - Completed Operations Aggregate	$2,000,0
c. Personal and Advertising Injury	$2,000,00
d. Each Occurrence (Bodily Injury and Property	$2,000,0
e. Excess or Umbrella Liability	
1.) General Aggregate per job	$3,000,00
per policy year	$5,000,00
2.) Each Occurrence per job	$3,000,00
per policy year	$5,000,0
Automobile Liability	
a. Bodily Injury:	
Each	$1,000,000
Person	$1,000,000
Each	
Accident	$1,000,000
b. Property Damage	$1,000,000
Each	
Accident	
c. Combined Single	
Limit	

Contractual Liability

a. Bodily Injury:

Each Accident	$2,000,000
Annual	$2,000,000
Aggregate	

b. Property Damage:

Each Accident	$2,000,0
Annual Aggregate	$2,000,00
Each Accident	$2,000,0
Annual Aggregate	$2,000,0

Workman's Compensation

a. Bodily Injury by Accident each accident	$1,000,0
b. Bodily Injury by Disease each employee	$1,000,0
c. Bodily Injury by Disease policy limit	$1,000,00

4. Additional Provisions:

A. Additional Insured: Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.

B. Cancellation Notice of Material Change of Coverage: Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.

C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.

E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

G. Personal Property: In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become

a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.