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ADVERTISEMENT FOR PROPOSAL

**REQUEST FOR PROPOSALS
Architecture and Engineering Services**

Request for Proposal Number **CDD-VR@C PLAN - 001**

Proposal Due Before **December 16, 2013 at 3 PM Arizona Time**

The Town of Clarkdale, Arizona is extending a Request for Proposal for Architecture and Engineering Services.

One original and three copies must be submitted in sealed envelopes plainly marked “**RFP CDD-VR@C PLAN – 001**” and must be addressed to the Community Development Department, Town of Clarkdale, PO Box 308, Clarkdale, Arizona 86324. Bids shall be opened after 3:00 PM (Arizona time) December 16, 2013 at the Community Development Department.

Specifications and proposal instructions may be obtained by going to the Town of Clarkdale web site, www.Clarkdale.AZ.gov and clicking on the appropriate link to download the Request for Proposals document.

Any questions concerning this Request for Proposals shall be directed to Jodie Filardo, Community & Economic Development Director, Jodie.Filardo@Clarkdale.AZ.gov, (928) 639-2500.

The Town **WILL NOT FAX** copies of the bid package.

THE TOWN OF CLARKDALE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Publish: November 3, 2013
November 6, 2013
November 10, 2013

REQUEST FOR PROPOSALS (RFP)

SECTION 1: RFP INSTRUCTIONS

1. Purpose

The Town of Clarkdale, hereinafter referred to as “the Town”, intends to establish a professional services contract with a vendor for architecture and engineering services to include public outreach processes with four different stakeholder groups, (agencies, non-profit organizations and recreational users, educators, and the general public) to result in a scope of work document summarizing feedback from the stakeholders and a list of desired facilities and amenities to be located at each of two different river access points along the Verde River: TAPCO and Tuzigoot River Access Points (RAP). Services required are detailed in this Request for Proposals (RFP).

2. Preparation of Proposal

- a. Facsimile or email proposals will not be considered.
- b. The authorized representative of the Vendor shall submit the Introduction/Offer Sheet with an original ink signature.
- c. The Vendor shall submit one (1) original document and three (3) copies of the proposal formatted in adherence to Section 5: Proposal Format and Required Responses below.

3. Inquiries

From the date of release of this RFP until the Town notifies vendors of the final results, vendors are prohibited from contacting Town staff and Council regarding this project except to ask questions about the RFP. Any question related to the RFP shall be directed in writing or via email only to the RFP Contact whose name appears on the Introduction/Offer Sheet of the RFP.

4. Due Date and Time

Vendors shall submit proposals to the Town Mailing or Street Address listed on the Introduction/Offer Sheet of the RFP prior to the Opening Date and Time. Late proposals will not be accepted.

5. Certification

By signature in the Offer section of the Introduction/Offer Sheet, the Vendor certifies that:

- a. The submission of the proposal did not involve collusion or other anti-competitive practices.
- b. The Vendor shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11456.
- c. The Vendor 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 proposal. Failure to sign the Introduction/Offer Sheet, or signing it with false statements within the proposal, shall void the submitted proposal or any resulting Contracts, and the Vendor may be debarred.

6. Gratuities

The Town may, by written notice to the Vendor, cancel the resulting Contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendors or any agent or representative of the Vendors, to any elected official or employee of the Town with a view toward securing an order, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such

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order. 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.

7. Cost of Bid/Proposal

The Town shall not reimburse the cost of developing or providing responses to this RFP.

8. Proposal Opening

Proposals shall be opened at the Opening Date and Time designated in the Introduction to the RFP. Proposals, modifications, and all other information received in response to this RFP shall be shown only to Town personnel or community members participating in the evaluation process having legitimate interest in the evaluation.

9. Evaluation

The Town of Clarkdale shall evaluate proposals based upon the following criteria listed below in order of importance:

- a. Overall conformance to the RFP including proposal format and required responses,
- b. Services proposed,
- ~~c. Fees, costs, and charges proposed,~~
- ~~d. Experience of the firm, and~~
- ~~e. Experience of the key personnel.~~

10. Discussions and Interviews

The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The Town will not be liable for any costs incurred by the Vendors in connection with such interview/presentations.

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SECTION 2: SPECIAL TERMS AND CONDITIONS

1. Contract Term

This RFP covers an initial one-year professional services contract. Proposed rates and charges are expected to be in effect for a two (2) year period.

2. Schedule of Events

SCHEDULE OF EVENTS	
DESCRIPTION	DUE DATE
Request for Proposal Issued	October 30, 2013
Proposal Due Date	December 16, 2013 at 3 PM Arizona time
Tentative Proposal Reviews	December 16, - 20, 2013
Tentative Vendor Interviews, if any	January 6 – 10, 2014
Tentative Vendor Selection	January 28, 2014
Proposed Award of Contract	January 29, 2014

All responses to this proposal become the property of the Town and ~~(other than pricing)~~ will be held confidential, to the extent permissible by law.

3. Inquiries and Notices

All inquiries concerning information herein shall be addressed to the following Town contacts:

TYPE OF INQUIRY	CONTACT INFORMATION
RFP questions or technical, process-oriented questions	Jodie Filardo Community & Economic Development Director (928) 639-2500 Jodie.Filardo@Clarkdale.AZ.gov
Administrative or processing questions	Kathy Bainbridge Finance Director (928) 639-2400 Kathy.Bainbridge@Clarkdale.AZ.gov

Inquiries may be submitted by telephone, but shall be followed up in writing, either via letter to the Town Mailing Address or via email to the appropriate contact's email address.

No oral communication is binding on the Town of Clarkdale.

No inquiries will be accepted or responded to concerning this Request for Proposal after the Proposal Due Date.

SECTION 3: CONTRACT TERMS AND CONDITIONS

1. Contract

The resulting Contract between the Town and selected Vendor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, proposal format and required responses, exhibits, appendices, and any amendments thereto, and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between the Town and the Vendor or the RFP and the resulting Contract, the provisions and requirements of the resulting Contract shall govern. However, the Town reserves the right to clarify in writing, any contractual terms with the concurrence of the Vendor, and such a written amendment(s) shall govern in case of conflict with the applicable requirements stated in the resulting Contract or the Vendor's proposal. The RFP shall govern in all other matters not affected by the resulting Contract.

2. Award of Contract

Notwithstanding any other provision of this RFP, the Town expressly reserves the right to:

- a. Waive any immaterial defect or informality;
- b. Reject any or all proposals, or portions thereof; or
- c. Reissue a Request for Proposals.

3. Contract Applicability

The selected Vendor shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between this Vendor and the Town, are not applicable to this RFP or any resulting Contract. No alteration of any resulting Contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter the resulting 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 selected Vendor.

4. Proposal Acceptance Period

In order to allow for an adequate evaluation, the Town requires a proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the Proposal Due Date.

5. Term of Contract

The term of any resulting Contract shall commence upon approval of the resulting Contract by the Town Council of the Town of Clarkdale, and shall continue until the Vendor has satisfied all the requirements of the resulting Contract unless the Contract is cancelled in writing.

6. Contract Extension

By written mutual contract amendment, any resulting Contract may be extended for supplemental periods, of one year each, up to a maximum of two (2) additional years.

7. Termination

The Town may, by written notice to the Vendor, terminate this contract in whole or in part with seven (7) days' notice, either for the town's convenience or because of the failure of the Vendor to fulfill any contract obligations, term or conditions. The Town shall issue written notice to the selected Vendor for acting or failing to act as in any of the following:

- The selected Vendor provides material that does not meet the specifications of the Contract;

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- The selected Vendor fails to adequately perform the services set forth in the specifications of the Contract;
- The selected Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
- The selected Vendor fails to make progress in the performance of the Contract and/or gives the Town reason to believe that the selected Vendor will not or cannot perform to the requirements of the Contract.

Upon receipt of the written notice of concern, the Vendor shall have ten (10) days to provide a satisfactory response to the Town. Failure on the part of the selected Vendor to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:

- a. Cancellation of any contract;
Upon receipt of written notice of cancellation of Contract, Vendor shall 1. Immediately discontinue all services affected (unless the notice directs otherwise), and 2. deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Vendor in performing this Contract, whether completed or in process;
- b. Reserve all rights or claims to damage for breach of any covenants of the Contract;
- c. Perform any analysis of materials for compliance with the specifications of the Contract. If the results of any analysis find a material non-compliance with the specifications, the actual expense of the analysis shall be borne by the selected Vendor;
- d. In case of default, the Town reserves the right to complete the required work. The Town may recover any actual excess costs from the selected Vendor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or
 - iii. Any combination of the above or any other remedies as provided by law.

Note: Cancellation of Contract may also occur in accordance with Arizona Revised Statutes 38-511 "Cancellation of political subdivision and state contracts; definition".

8. Key Personnel

It is essential the selected Vendor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resulting Contract. The selected Vendor must agree to assign specific individuals to the key positions.

- a. The selected Vendor agrees that, once assigned to work under any resulting Contract, key personnel shall not be removed or replaced without written notice to the Town.
- b. If key personnel are not available for work under any resulting Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the selected Vendor 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.

9. Applicable Law

In the performance of the resulting Contract, the selected Vendor shall abide by and conform to any and all laws of the United States, State of Arizona, and the Town of Clarkdale including but

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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 resulting Contract shall be governed by the State of Arizona and suits pertaining to the contract may be brought only in courts in the State of Arizona.

10. 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 partner, 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 selected Vendor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the selected Vendor shall make arrangements to directly pay such expenses, if any.

11. Subcontracts

The selected Vendor shall enter into no subcontract with any other party to furnish any of the professional services specified herein without the advance written approval of the Town. The selected Vendor is responsible for contract performance whether or not Subcontractors are used.

12. Compensation

Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. The Contract Budget for this project ranges from \$10,000 - \$15,000.

13. Payment

The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days from receipt of invoice. Invoices shall be detailed to reflect the project progress made in the period covered by the invoice.

14. Funding

Any contract entered into by the Town of Clarkdale is subject to funding availability. Fiscal Years for the Town of Clarkdale are July 1 to June 30.

15. Force Majeure

Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resulting Contract if and to the extent that such party's performance of the resulting Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resulting Contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certified - return receipt requested* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resulting Contract.

16. Confidentiality of Records

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

17. Indemnification

To the fullest extent permitted by law, the selected Vendor 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 selected Vendor, its employees, agents, or subcontractors in the performance of the resulting Contract. The selected Vendor'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 resulting Contract including any employee of the selected Vendor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the selected Vendor may be legally liable. The amount and type of insurance coverage requirements will in no way be construed as limiting the scope of the indemnity in this paragraph.

18. Right to Assurance

Whenever one party to the resulting Contract in good faith has reason to question the other party's intent to perform s/he may demand 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) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. Licenses

The selected Vendor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted for this contract.

20. Safety Standards

All items supplied in this contract shall comply with current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

21. Records Maintenance, Retention and Audit

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- a. Pursuant to A.R.S §35-214, Vendor and its Subcontractors shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Contract and other related project(s), and shall make such materials available at any reasonable time and place during the term of the Contract-related project(s) and for five (5) years from the date of final payment to the Vendor or from the date the Town sends notification that the Contract has been completed to the satisfaction of the Town. Documents shall be retained for auditing, inspection and copying upon Town's request. The Town may, at reasonable times and places, audit the books and records of the selected Vendor as related to any contract held with the Town.
- b. Pursuant to A.R.S §35-215, Vendor and its Subcontractors with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any Contract or subcontract with the Town are guilty of a class 5 felony.
- c. In case of an audit and Vendor has failed to retain records in accordance with the applicable contract provision, it shall be presumed the documents would not have supported Vendor's position. Therefore, failure to retain such records shall result in Vendor being required to pay the Town for liquidated damages of up to 25% of the Contract budget. Vendor may also be disqualified from submitting future projects as the Town deems appropriate.

22. Right to Inspect Place of Business

The Town may, at reasonable times inspect the place of business of the selected Vendor or Subcontractor as related to the performance of any contract awarded or to be awarded.

23. 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 resulting Contract will be held at selected Vendor's risk and may be returned to the selected Vendor. If returned, all costs are the responsibility of the selected Vendor.

The Vendor in discussion with the Town may elect to do any or all:

- a. Waive the non-conformance;
- b. Stop the work immediately; or
- c. Bring material into compliance.

The action chosen shall be noted by a written determination for the Town.

24. 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.

25. Patents and Copyrights

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

26. Immigration Reform and Control Act and State Affidavit Demonstrating Lawful Presence

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- a. Compliance. The Vendor shall comply with the Immigration Reform and Control Act of 1986 (IRCA), A.R.S §41-4401 and similar acts as they may be amended. The Vendor understands and acknowledges the applicability of the IRCA to the Vendor. Vendor agrees to comply with the IRCA in performance of any resulting Contract and to permit Town inspection of their personnel records to verify such compliance. Under the provisions of A.R.S §41-4401, Vendor warrants it and all Subcontractors will, at all times during the term of the Contract, comply with all federal immigration laws applicable to Vendor's and Subcontractors' employment of its employees ("Immigration Warranty"), and with the E-Verify requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure each Subcontractor who performs any work for Vendor under this Contract likewise complies with the State and Federal Immigration Laws.
- b. Compliance Verification. The Town retains the legal right to inspect the papers of any Vendor's or Subcontractors' employees who work on this Contract to ensure compliance with the Immigration Warranty. The Vendor agrees to assist the Town in regard to any such inspections. The Town may, at its sole discretion, conduct random verification of the employment records of the Vendor and any of the Subcontractors to ensure compliance with the Immigration Warranty. The Vendor agrees to assist the Town in regards to any random verification(s) performed.
- c. Material Breach. Neither the Vendor nor its Subcontractors shall be deemed to have materially breached the Immigration Warranty if they establish they have complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S §23-214 (A).

27. Insurance

The selected Vendor shall have in effect at all times insurance in compliance with Exhibit A – Insurance Requirements.

28. Business License

The selected Vendor and Subcontractors shall maintain current business licenses issued by the Town in accordance with the Town of Clarkdale Code.

29. Dispute Resolution

The Town's dispute escalation levels shall be utilized to resolve any disputes during the course of this Contract. It is the Town's intent to resolve disputes at the lowest level possible. If agreement cannot be reached at that level, then the matter is escalated to the next higher level of management.

The decision of the mediator is final. Failure to agree at any level constitutes escalation to the next level.

Failure by Vendor to utilize the Town's escalation process shall constitute a waiver of any claims for additional compensation or any other relief by the laws of the State of Arizona.

30. Change Orders

The Town may, at any time, by written change order (see Exhibit B – Change Order) make changes in the Scope of Work. If Vendor believes a change in the Scope of Work has been ordered, Vendor shall submit a request for change order in writing within ten (10) days from the date of receipt by Vendor of the written change order. It is distinctly understood and agreed by

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the parties that no claim for extra services provided or materials furnished by the Vendor will be allowed by Town except as provided herein; nor shall Vendor provide any services or furnish any materials not covered by this Contract unless Town first approves same in writing.

SECTION 4: PERFORMANCE SPECIFICATIONS

PROJECT DESCRIPTION

The Town of Clarkdale is requesting interested firms or individuals submit information supporting their qualifications to provide architecture and engineering services for the Town of Clarkdale in conjunction with their proposal submission. The selected vendor (“Vendor”) will perform public outreach processes and create a scope of work document as the first in a series of projects resulting in the creation of an overall master plan for the Verde River @ Clarkdale project. See specifics listed in the requirements listed below.

SCOPE OF WORK TO BE PERFORMED

Provide professional architecture and engineering services to include public outreach processes with four different stakeholder groups, (agencies, non-profit organizations and recreational users, educators, and the general public) resulting in the generation of a scope of work document summarizing desired facilities and amenities to be located at each of two different river access points along the Verde River: TAPCO and Tuzigoot River Access Points (RAP).

This is the initial project in the overall master planning process for the Verde River @ Clarkdale project. The work for this first project includes the following tasks:

1. Plan, convene, evaluate, summarize and document the results from a series of 4 stakeholder group outreach processes including representatives from the following groups (NOTE – The Town will provide available contact information for stakeholders in each of these groups, facilities available in which to conduct these meetings, and maps of the areas in question for use in facilitating these outreach meetings):
 - a. Agencies: Arizona Department of Environmental Quality, Arizona Department of Water Resources, Arizona Game & Fish, Arizona State Historic Preservation Office, Arizona State Parks, National Park Service, Town of Clarkdale Council, Parks & Recreation Commission, and Planning Commission, US Forest Service - Verde Ranger District, Yavapai County, Yavapai County Flood Control
 - b. Non-profit Organizations and Recreational Users: American Rivers, Arizona Hiking Shack, Citizens Water Advisory Group, Cottonwood Ditch Association, Friends of the Verde River Greenway, Sedona Adventures, Sustainable Economic Development Initiative, The Nature Conservancy, Verde River Basin Partnership, Verde River Citizens Alliance, Verde River Institute, Verde River Valley Nature Organization, Verde Valley Land Preservation Institute, Verde Valley Medical Center, Verde Watershed Association
 - c. Educators: American Heritage Academy, Arizona State University, Clarkdale-Jerome School, Mingus Union High School, Cottonwood-Oak Creek School District, Northern Arizona University, Sedona Red Rock High School, University of Arizona, Valley Academy for Career and Technology, Verde Valley Montessori School, Yavapai College,
 - d. General Public: Clarkdale residents, Clarkdale employees, property owners adjacent to the RAP sites and alongside the 4.5 mile stretch of the Verde River, other members of the public
2. Assist Town staff with the presentation of findings to Town Council as needed.
3. Create a Scope of Work report including but not limited to the following:

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- a. A summary of findings from each of the stakeholder processes including an integrated summary of desired facilities and amenities for each location;
 - b. A recommended course of action for each RAP;
 - c. An overall project plan by site complete with estimated costs for performing each major task in the project plan;
 - d. A list of possible funding organizations with an appetite for funding such projects.
4. Create monthly status reports on the project status to the Town as an accompaniment to monthly invoices.
 5. Provide professional advice concerning questions which may arise during the process.

SECTION 5: PROPOSAL FORMAT AND REQUIRED RESPONSES

In order for the Town to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format or failure to provide the requested information may be cause for rejection of the proposal.

1. Overall Format

Excluding the Notice of Request for Proposals, Introduction/Offer Sheet, Table of Contents, and Appendices A and B, limit items 4-9 below of your proposal to five (5) pages with a minimum font size of 11.

2. Introduction/Offer Sheet

The attached Introduction/Offer Sheet must be completed and returned with the Vendor's proposal. Failure to return this Sheet or to sign it is grounds for the Town to reject the proposal.

3. Table of Contents

A proposal's table of contents should mirror this section of the Town's Request for Proposals.

4. Firm Overview

Give a brief description of the firm and its commitment to the requirements set forth in Section 4 Performance Specifications. Please include the names of the persons authorized to make representations on behalf of the Vendors (titles, addresses, e-mail addresses and telephone numbers).

5. Services

Describe what services your firm is capable of providing and discuss any alternative or higher level of services your firm can provide.

~~**6. Proposed Approach to the Project and Proposed Fees/Compensation**~~

~~Please explain the firm's approach to the project and the related proposed fee schedule. Fee schedule shall include itemized billing rates and estimated travel costs.~~

~~**7.6. Disclosures**~~

~~Disclose any professional or personal financial interest, which could be a possible conflict of interest in representing the Town. In addition, provide a detailed listing of the full extent of the Errors and Omissions professional liability coverage carried by the firm, listing any past and current claims filed against the firm. What was the disposition of the past claims? What is the status of any current litigation/claims?~~

~~**8.7. Attachment A - Personnel**~~

~~Identify the primary contact and other key personnel and include titles, contact data, and responsibilities of each individual under the Contract. Changes in key personnel will require advance approval by the Town. Within Attachment A, include brief resumes for the primary contact and other key personnel including qualifications, experience, and three references (name, phone number, and e-mail address). **Emphasize specific team members' skills and experiences with public engagement processes and stakeholder meetings and list projects already completed of a similar nature.**~~

~~**9.8. Attachment B - Applicable Experience and/or References**~~

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Within Attachment B, describe comparable services provided by the individual or firm similar in scope to the Town's request. Include reference contact names, email addresses and phone numbers. References will be checked.

EXHIBIT A – INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the Contract, at Vendor's own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's proposal.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. **ISO Form Number CG 00011093** covering Comprehensive General Liability "Occurrence" form only; "claims made" form is unacceptable except for professional liability.
- b. **Workers' Compensation** insurance as required by the Labor Code of the State of Arizona, including Employers' Liability Insurance for all persons whom the contract/consultant may employ directly, or through subcontractors in carrying out the work contemplated under the contract. Vendor shall furnish to the Town satisfactory proof (certificates) for the period covering the duration of Contract.
- c. **Automobile Liability** – as required by the State of Arizona, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this Contract. Coverage not required for delivery services.
- d. **Errors and Omissions** – as required by the Town of Clarkdale.

2. Minimum Limits of Insurance

Vendor shall maintain limits throughout Contract not less than:

- a. **Commercial General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. \$2,000,000 Aggregate Policy will include coverage for:
 - i. Premises – Operations
 - ii. Broad Form Contractual Liability
 - iii. Products and Completed Operations
 - iv. Personal Injury
 - v. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

- b. **Workers' Compensation and Employer's Liability:** Workers' Compensation limits as required by the Labor Code of the State of Arizona and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$100,000 per disease for each employee, and \$500,000 disease policy limit.
- c. **Automobile Liability:** The Vendor shall have automobile insurance including coverage for non-owned and hired autos with a combined single limit of not less than \$1,000,000 per occurrence and the Town shall be named as an "Additional Insured".
- d. **Errors and Omissions:** The contractor/consultant shall have Errors and Omissions coverage in the minimum amount of \$1,000,000 and shall be in effect for the entire period of the contract and for a minimum of one year after completion of services.

3. Deductibles and Self-insured Retentions

Any deductible or self-insured retention must be declared to and approved.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverages

- i. The Town, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “Additional Insured” as respects liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; and premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the Town.
- ii. The Vendor’s insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Vendor’s insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, Boards and Commissions or volunteers.
- iv. The Vendor’s insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured’s liability.

b. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Vendor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice by certified mail, return receipt requested, given to the Town. Notice, as stated above, shall be given for those coverages provided for one year after project completion.

5. Acceptability of Insurers

The Town requires that insurance be placed with insurers with an A.M. Best’s rating of no less than A.

6. Verification of Coverage

Vendor shall furnish the Town with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance using the ACORD Form are required. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

7. Hold Harmless and Indemnification

Vendor covenants to save, defend, keep harmless and indemnify the Town, its officers, officials, employees or volunteers (collectively the “Town”) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Vendor’s actions,

| **Amended Request for Proposal Number CDD-VR@C PLAN - 001**

performance, or operations relating to Contract, including any and all subcontractors involved in the Contract.

EXHIBIT B – CHANGE ORDER

CHANGE ORDER NO.: _____

Distribution:

TOWN	[]
VENDOR	[]
CM (If any)	[]
OTHER	[]

PROJECT: _____ **DATE:** _____

OWNER: Town of Clarkdale

VENDOR: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows due to:

Select the type of Change Order:

I. FUNDING CHANGE:

Original Contract Amount	\$ _____
Net change by previously authorized Change Orders	\$ _____
Compensation prior to this Change Order	\$ _____
Compensation increase by this Change Order	\$ _____
New/Adjusted Contract Amount including this Change Order	\$ _____

II. TIME EXTENSIONS:

Original number of days to complete the contract	_____ days
Time extension requested	_____ days
Total cumulative days to complete the contract	_____ days

ACCEPTANCE STATUS: Not valid until signed by both Town and Vendor.

Vendor
Name: _____
Date: _____

Town of Clarkdale
Name: _____
Date: _____

APPENDIX A – Affidavit for Corporation

(To be filled in and executed if the Vendor is a Corporation)

Date: _____

State of: _____)

County of: _____)

_____, being duly sworn, deposes and says; that s/he
(Authorized Representative)

is Secretary of _____, a corporation organized and existing
(Company)

under and by virtue of the laws of the State of _____, and having its principal office at:

_____, _____
(Number and Street) (Town or City)

_____, _____
(Name of County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

_____. Affiant further says that _____,
(Company) (Corporation)

_____ of the Corporation is duly authorized to sign the
(Name of Officer and Title)

Contract for the following: _____.
(Name of Contract)

(Signature)

Subscribed and sworn to before me this _____ Day of _____, 201__.

(Notary Public)

My Commission expires on _____, 201__.

APPENDIX B – Non-Collusion Affidavit

Date: _____

State of: _____

County of: _____

_____, being duly sworn, deposes and says; s/he
(Authorized Representative)

_____, of _____
(Title) (Company)

the party making certain proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant of any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure advantage against the TOWN OF CLARKDALE, ARIZONA or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Further Affiant Sayeth Naught

(Affiant)

Subscribed and sworn to before me this _____ Day of _____, 201__.

(Notary Public)

My Commission expires on _____, 20_____.