

City of Bisbee  
**Ad Hoc Committee for the City Hall Building**  
6 Main Street  
Copper Queen Library  
Bisbee, AZ 85603

Friday, January 17, 2020; 10:00AM

**Special Meeting Action Agenda**

**Call to Order: 10:30AM**

**Roll Call:**

Al Anderson- Present  
Jesus Haro- Excused  
Theresa Coleman- Present

**CALL TO THE PUBLIC: NONE**

**Item 1.**

**Discussion and possible recommendations on a new RFP/RFQ for a City Hall Building**

It was noted that the background section may need to be changed depending on the direction of the City Council. Al suggested that the exhibits reflect the expectation and qualifier that the end product be within the City's budget. (note: a marked up version of the RFQ/RFP was sent out the following Monday morning.)

**Item 2.**

**Preparation and discussions on how to proceed with proposals for City Hall Building**

Al Anderson proposed investigating the availability of sites explored in earlier conversations. An analysis of up to 3 parcels as alternative sites might include: Arizona Street, 915 S. Tovreaville, and a property at the corner of Taylor and Hwy 92.

**ADJOURNMENT: 10:55AM**

## Theresa Coleman

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**From:** [REDACTED]  
**Sent:** Monday, January 20, 2020 8:27 AM  
**To:** Theresa Coleman  
**Subject:** FW: City Hall RFP RFQ  
**Attachments:** City hall RFP-RFQ v2.pdf; City hall RFP-RFQ v3.docx

Good morning Theresa

Here is a recap of my suggested changes. See the attached v-3 document for all my changes in Track Change.

First of all I disagree that we need to issue a new RFP due to the discretionary latitude that Section #15 gives us. But if we do, here are my suggested changes:

1. I would NOT change "Estimated Need is +/- 9,000 Total Square Feet."

The reason I would not change this line is the COB does not want to take responsibility for telling the A&E what size the building should be. The size will be determined by the budget and the programming sessions. If we say 6k, 7K, or whatever, then the A&E will have cause to later raise its fee if the building becomes larger during the design process than what we state. Lou does not like the 9k figure because he thinks that A&E's will be basing their fees on a too large of a building that we will not construct --- thus the COB will be leaving money in the A&E's pocket. I couple of thousand square feet is not going to effect the fee that much if the building is smaller than 9k +/- but us telling the bidders we need a smaller building and then it grows – that would give them cause to raise the fee.

2. The Architectural/Engineering RFP/RFQ should contain a new phase in the design process whereby the architect evaluates up to **three credible** options received from the Council and public as to where a new city hall building should be built.

3. (this is for Lou) Although the RFP contains plenty of explanations about Exhibit C, it should also be amended to again specifically allow the Architectural/Engineering firm to deviate as needed from Exhibit C (example specification section) of the RFP, and instead use common industry standard specifications to aid in achieving a design that is within the COB budget. Even though these modifications to the RFP/Contract are expressly allowed in the RFP. Section 15 of the RFP allows the COB and A&E to negotiate agreeable terms and conditions of the contract up to the time that a contract is executed.

4. Cost

1. **How Costs are to be Broken-Down**, i.e., Base Fee with optional alternates including:

- A. **Base Fee Proposal**, Design and Pre-Construction (as listed below), for the design of a new city hall building constructed of all new materials (not reutilizing the existing structure).
- B. (Optional) **Alternate Fee Proposal #1** (as an adder, i.e., as an additional cost to Base Fee Proposal) to reutilize the existing structure or parts thereof. Offeror must state in its fee proposal which portions of the existing facility it proposes to reutilize.
- C. (Optional) **Alternate Fee Proposal #2** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include a below-grade floor to the design.
- D. (Optional) **Alternate Fee Proposal #3** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include construction and quality control management.
- E. (Optional) **Alternate Fee Proposal #4** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include Warranty Phase Management.

**10.** Financial proposals regarding the A&E costs and fees for the professional services to be provided to the COB. Provide a statement of Fee Compensation on a **fixed lump sum** basis.

**17. Design for Stated Budget.** The A&E team shall be knowledgeable of the existing current construction contracting labor and materials market conditions in rural southeast Arizona. The A&E team shall have the ability to design a facility that can be constructed within the COB budget. **If in the event that the construction bids that are received after the A&E firm design is advertised exceed the COB budget, the A&E firm(s) will value-engineer its design and re-advertise and manage the additional bid opening(s) at no additional cost to the COB until such time as the COB receives bids that are within the COB budget.**

**15. Negotiation.** The COB, or a commission of the City, will negotiate the terms of a contract with any selected A&E. If an agreement is reached, the A&E will enter into a written contract and will perform all work pursuant to that contract. The Proposal, itself, unless later and expressly incorporated into a final contract, does not constitute an agreement or contract with the COB or any other entity, and the COB reserves the right to not enter into any agreement with any A&E. The proposed terms and conditions of the contract shall be as provided in the most currently available version of AIA Document B101-2007 and AIA Document A201-2007, AS AMENDED, or as otherwise required by COB, the City or a commission of the City. All terms and conditions are subject to further negotiations up until the time any contract is executed.



## THE CITY OF BISBEE

### Request for Proposals and Qualifications (RFP/RFQ) for Architectural & Engineering Services (A&E)

City of Bisbee (COB), is requesting proposals from qualified firms or individuals (A&E's) to provide schematic design drawings and design documents as referenced in Exhibit C, "EXAMPLE Design Criteria for New City Hall." The design documents (incl. means, methods, and materials specifications document) must be such that the COB is assured of receiving the highest quality materials and design that are within its budget. Exhibit C is included herein only as an example specification section to give the bidder the COB's desired expectations of finishes and the A&E's final work-product. The A&E firm can use Exhibit C or its own specifications if needed in order to design a building that can be constructed that is within the COB budget.

1. **Background.** For bidding for constructing a new city hall. The previous city hall building sustained damage from a fire that occurred on October 11, 2017. The National Historic City Hall building was built in 1909 by the Calumet and Arizona Mining Company and was the first concrete building constructed in Arizona. It is now considered a total loss. Structural engineering evaluation of the building remains and site are available on the city website

[www.bisbeeaz.gov](http://www.bisbeeaz.gov)



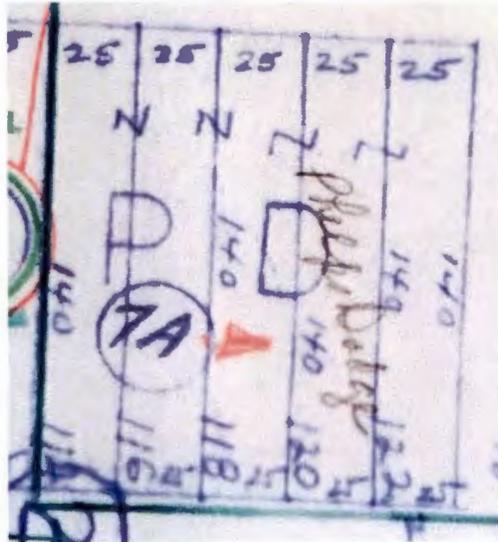
Aerial view of site as of 5/4/2019

2. **Scope and Nature.** The COB is considering appropriate demolition, site preparation, and the reconstruction of the City Hall to include office spaces, council chamber, restrooms ~~and~~ facilities, sitework and site improvements generally essential for a functional central government administration space, described in the programming information attached hereto

as Exhibit A. This Exhibit A goes into greater depth about the services to be provided for the creation of this new building, but roughly they would include:

- Conceptual plans that are based on the latest developments in cooperative working space design.
- Plans and documents to be used in the bidding for construction of the project.
- Assistance with selection and/or design of furniture, fixtures and equipment.
- Participation in the review of bids and selection of a construction company.
- Oversight and inspections during construction and approval of the completed project for acceptance.
- Participation in zoning approvals, historic preservation commission approvals, and similar approval and permitting processes.
- Compliance with Americans with Disabilities Act requirements and similar requirements.
- Energy efficiency and sustainability consultation and advice.
- This building site is within a (soon) future Historic District and the building design and construction should blend with the area architecture and materials.

3. Site. ~~The A~~ site of consideration for a new city hall building, the reconstruction is Parcel #101-9-007A, located at 118 Arizona St, Bisbee, Cochise County, Arizona, 85603.



Cochise County Assessor's Office Parcel #101-9-007A Plat Map (.40-acres, 125' x 140')

4. As part of the A&E's scope of work is to evaluate up to three credible building sites (one being the current Arizona Street site) received from the Council and public as to where a new city hall

building should be built. The A&E's evaluation will be based on choosing a site that has the most beneficial qualities for the COB, and to include a cost/benefit analysis.

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5. **Tentative Proposal Schedule.** The tentative schedule for the project is as follows:
  - o **October 28**– Solicit proposals from A&Es.
  - o **November 25** – Proposals due from A&Es.
  - o **December 11<sup>th</sup>** – interviews of finalists.
  - o **December 17<sup>th</sup>** – recommendation to City Council of selected A&E.
6. **Estimated Budget.** The preliminary estimated budget for the renovation project is **\$2 million**.
7. **Property Inspection.** All interested parties should contact **(Ms/Mr.TBD)**, City of Bisbee, at (520) 432-6005 to schedule a time to view and inspect the current Arizona Street building and property. Although the COB may have removed the building by the time of advertising this RFP/RFQ.
8. **Wage, Labor, and Equal Employment Opportunity (EEO)** The A&E and all sub firms/contractors shall comply with any federal, state or local EEO requirements as applicable to this project. The **COB** is an Affirmative Action/Equal Opportunity Employer.
9. **Federal Funds Usage.** Proposers are hereby notified that federal funds may be used to assist in the construction of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including, but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulation (29 CFR, Part 3).
10. **Association with Local A&E.** In the event that an A&E does not have an active practice in Arizona, the A&E must create a cooperative relationship with a local A&E with an active practice in Arizona, for the performance of the services hereunder.
11. **Proposal Submission.** **Five (5)** paper copies of the proposal and a USB flash drive with a clean and easily accessible electronic version (PDF or MS Word doc) of the proposal shall be addressed and delivered in a sealed envelope to COB, **915 S. Tovreaville Road; Bisbee, AZ 85603. Attn: (Ms/Mr. TBD)**, Project Assistant. Proposals will be received until 3:00 p.m. (Arizona/Central Time) on **November 25, 2019**. Any bid received after that time and date will not be opened or considered and will be returned to the bidder.
12. **Experience and Qualifications.** Proposal submission materials should be kept to a minimum. Elaborate brochures, documentation, binding, detailed artwork, or other embellishments are unnecessary, and will not be considered in an effort to assist in the speed, efficiency, and fairness of the government evaluation process.

If a Proposal is submitted by a team of individuals or firms, it shall clearly define the Lead Firm making the Proposal. Design services shall be provided by a design professional registered to perform engineering services in the State of Arizona who retains all responsibilities for design and construction administration services of the Project.

Each A&E proposal submission shall include, but not be limited to, the following information:

1. The name of the firm(s) (i.e., all proposed team members, including consultants) and location of all its offices, specifically indicating the principal place of business.
2. A brief history of the firm(s) and the range of services offered.
3. The age of the firm(s), and the number of years (per firm) of experience providing A&E services for historic renovation projects in rural areas as described herein over the past five (5) years.
4. A Design Management Plan that concisely provides sufficient information for complete and thorough, and yet efficient evaluation.
5. The education, training, experience, licensing, and qualifications of members of the firm(s) and key employees for these projects, including all individuals responsible for the performance of the work described herein. Include an organization chart.
6. How the firm(s) intend(s) to manage its/their responsibilities and provide energy modeling, value engineering for life cycle costs, cost control, risk identification, and risk mitigation.
7. Proposed project production schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of the time frames indicated.
8. The experience, qualifications, and expertise of the firm(s) with these types of projects (the design services for administrative working spaces and historic property renovation.) This should include the firm's experience with managing community relations and advancing innovative ideas. It should include information on the firm's technical capabilities and ability to timely perform the services as reflected by the firm's current and projected workload and having adequate personnel, equipment, and facilities.
9. The Design Management Plan should also clearly identify the A&E's methods for providing the following:
  - o Comprehensive A&E services for the project described herein.
  - o Deliverables review and approval by the COB and other relevant stakeholders at various stages of project development.
  - o Analysis and consultation with the COB and other relevant stakeholders in the determination of the best construction delivery method for this project.
  - o Indicate all kinds of firms or individuals the firm(s) anticipate(s) will be utilized to provide engineering, landscaping, interior design, acoustic engineering, lighting design and any other design services required.
10. Financial proposals regarding the A&E costs and fees for the professional services to be provided to the COB. Provide a statement of Fee Compensation on a fixed lump sum basis.
11. The names of at least three (3) clients who may be contacted for references.
12. **Insurance.** Commercial General Liability: The Architect shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverages shall

not exclude X,C,U. Such policy shall contain a severability of interest provisions, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for the Architect's operations and products and completed operations.

If required by the contract, the Architect subletting any part of the work, services or operations awarded to the Architect shall purchase and maintain, at all times during prosecution of the work, services or operations under the contract, an Owner and Architect's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Architect's work, service or operations under the contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Proposer's Commercial General Liability insurance.

**Automobile Liability:** The Architect shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Architect's any owned, hired, and non-owned vehicles assigned to or used in performance of the Architect's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**Workers Compensation:** The Architect shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Architect will require the Sub-Firm(s) to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Architect.

**Professional Liability:** The Architect retained by the **City** to provide the work or service required by the contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Architect, or any person employed by the Architect, with a limit of not less than \$1,000,000 each claim.

**Certificate of Insurance:** Prior to commencing work or services under the contract, the Architect shall furnish the **City** with Certificates of Insurance, or formal endorsements as required by the contract, issued by the Architect's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the contract are in full force and effect.

In the event any insurance policy(ices) required by the contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Architect's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the **City** fifteen (15) days prior to the expiration date. Cancellation and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **City**.

13. Include illustrative drawings of floor plans of similar type projects the firm(s) has/have designed, if any, along with renderings and/or photographs of completed projects. Include any other information that would aid in the evaluation of the designs, such as costs, durability, energy efficiency, etc. The format should be 8/5 X 11 and only include enough material to be illustrative, not complete sets of drawings.
14. Direct and immediate accessibility of the A&E personnel to the COB.
15. List and describe any litigation, arbitration, or other alternative dispute resolution proceedings the A&E has been involved in with an owner within the past five (5) years.
16. List and describe any actions taken by any regulatory agency against the A&E or its agents or employees with respect to any work performed.
17. Express willingness and ability to provide any other pertinent information regarding qualifications and performance data requested by the COB.
18. To be considered responsive to the requirements of this RFP/RFQ/RFQ, the A&E shall provide verifiable evidence that the firm(s), personnel, and associated consultants are appropriately licensed in the State of Arizona and meet all the requirements and qualifications described herein. The COB reserves the right to request additional information which, in its sole opinion, is necessary to assure that the A&E's competence, business organization, and financial resources are adequate to perform the work described herein.
19. Provide a list of projects currently under contract.

13. **A&E Fee for Proposed Services.** As further described in Exhibit B.

14. **Evaluation Criteria (Exhibit D) and Selection.** COB will evaluate each RFP/RFQ submitted based on responsiveness to the project's needs. The COB will take into account the estimated value, the project scope and complexity, as well as the professional nature of the services to be rendered. If the COB recommends the award of a contract, the COB will recommend the award of contract to the A&E who is responsive to all administrative and technical requirements of the RFP/RFQ, who has demonstrated competence and qualifications of the type of services required, and who receives the highest rating based upon the competence and professional qualifications to perform the services required. Evaluation criteria shall also include:

- A. Competence to perform the services as reflected by technical training and education, general experience, experience in providing the required services, and the qualifications and competence of persons who would be assigned to perform the services.
- B. Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
- C. Past performance as reflected by the evaluation of others who have retained the services of the A&E with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.

- D. Experience, qualifications, and ability to perform administrative work space design and construction services and historic renovations.
  - E. Personnel accessibility of A&E firm to the COB.
  - F. Experience with the various delivery methods of construction.
  - G. Costs, durability, energy efficiency, and educational benefits of prior designs.
  - H. Interview presentation, if invited.
  - I. The A&E firm that the COB considers offering the Best Value.
15. **Interview.** The COB anticipates interviewing up to 3 A&Es evaluated as being professionally and technically qualified. The purpose of the interview is to allow the A&E firm to present its qualifications, experience, education, training, past performance, etc., regarding the professional services to be provided for the project. Interviews will also provide an opportunity for the COB to seek clarifications from the A&E. A&Es selected for an interview will be notified of the date, time, and place of the interview. Interviews are tentatively scheduled to take place the week of December 11, 2020. The COB anticipates making a final recommendation to the City Council on December 17, 2020.
16. **Negotiation.** The COB, or a commission of the City, will negotiate the terms of a contract with any selected A&E. If an agreement is reached, the A&E will enter into a written contract and will perform all work pursuant to that contract. The Proposal, itself, unless later and expressly incorporated into a final contract, does not constitute an agreement or contract with the COB or any other entity, and the COB reserves the right to not enter into any agreement with any A&E. The proposed terms and conditions of the contract shall be as provided in the most currently available version of AIA Document B101-2007 and AIA Document A201-2007, AS AMENDED, or as otherwise required by COB, the City or a commission of the City. All terms and conditions are subject to further negotiations up until the time any contract is executed.
17. **A&E Subcontracted Work.** COB reserves the right to require competitive bidding of any work to be subcontracted by A&E, according to a competitive bidding process determined by COB.
18. **Design for Stated Budget.** The A&E team shall be knowledgeable of the existing current construction contracting labor and materials market conditions in rural southeast Arizona. The A&E team shall have the ability to design a facility that can be constructed within the COB budget. If in the event that the construction bids that are received after the A&E firm design is advertised exceed the COB budget, the A&E firm(s) will value-engineer its design and re-advertise and manage the additional bid opening(s) at no additional cost to the COB until such time as the COB receives bids that are within the COB budget.
19. **Bonds.** The A&E shall procure and maintain bonds if and as required by law or the contract documents.
20. **Proposal Identification.** Proposals shall be submitted in a sealed envelope with the A&E's name, address, and telephone number clearly marked on the cover. The lower left corner of the sealed envelope should read as follows: "PROPOSAL FOR A&E SERVICES, CITY HALL."
21. **Waiver.** By submitting a proposal, the A&E agrees to waive any claim it has, or may have, against COB, or Commission of the City and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents or the contract documents; acceptance or rejection of any proposals; and award of the contract.

22. **Withdrawal of Proposal.** Any request to withdraw a proposal must be made in writing and filed with the COB prior to the time set for the opening of proposals. No proposal may be withdrawn following the opening of proposals.
23. **Opening of Proposals.** Proposals will be opened on [REDACTED] and, or as soon as possible thereafter, in the meeting room of COB, beginning at 3:00 P.M. on that date. All A&Es and interested parties, including members of the public, are welcome to attend.
24. **Disqualification of Bidders.** A&Es may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:
  - A. COB has reason to believe that the A&E has engaged in fraud or collusion.
  - B. The A&E is in arrears on any existing contract or has defaulted on a previous contract.
  - C. The A&E has uncompleted work which, in the judgment of COB, will prevent or hinder the prompt completion of this construction project, if it were awarded to the A&E.
  - D. COB has reason to believe that the A&E is a party to litigation, the outcome of which may jeopardize A&E's future ability to perform on this contract.
  - E. Other appropriate reason as determined by COB.
25. **Non-Responsive Proposals.** An A&E that fails to respond to any request for information may be deemed non-responsive and its proposal may not be considered for the award.
26. **Debarment.** Submission of a proposal in response to this RFP/RFQ is certification that you, your company, and any proposed subcontractor or other proposed team member is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any City, State or Federal department or agency or any political subdivision of the State of Arizona.
27. **Rejection of Proposals/Termination of Process.** COB reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; (c) to change the schedule and dates for responses, interviews and other dates; and (c) to waive formalities and minor irregularities in the proposals received. COB further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by COB to be necessary for the successful performance of the contract. COB further reserves the right to cancel or amend this RFP/RFQ at any time and will attempt to notify recipients accordingly.
28. **Public Records.** A&E acknowledges by submitting a proposal that any and all information may be subject to the Public Records law of Arizona.
29. **Questions.** Submit all questions, inquiries, or requests for clarification about the project in writing to [TBD]. If an offeror believes the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the COB in writing with supporting rationale. Any objection to the use of the enclosed contract form must be noted in the response to this RFP/RFQ.
30. **Grievance Procedure.** Protests shall be submitted in writing to: Ashlee Coronado, City Clerk, City of Bisbee, P.O. Box 4601, Bisbee, AZ, 85624, phone (520)432-6012 within 72 hours of bid award.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative with authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 days of receipt, and after consultation with legal council, or others, the City will respond to the protest. The City reserves the right to reject any or all proposals; to waive irregularities or information in any proposal; to re-advertise for proposals; and/or to take any steps determined prudent, in order to resolve the protest.

Dated this 27<sup>th</sup> day of October 2019.

**Exhibit A  
Spatial Programing for COB Needs**

This building must accommodate an administration staff of 30 personnel and their associated work spaces. To include:

Department	Private office occupancy	Shared Space occupancy
Mayor	1	1
City Manager	1	3
City Clerk	2	2
Human Resources	2	2
Finance	1	5
Department of Public Works	1	3
Community Development	2	2
Legal Services	1	
Guest	1	

In addition to the above referenced private and shared occupancy spaces, COB space requires:

- **Council Chambers/Public meeting auditorium.** Capacity for the presiding mayor and 6 council members plus at least 40 attendees. One separate lateral desk for City Manager and Attorney, and one desk for City Clerk and Audio-visual tech.
- **Public restrooms** on council chamber floor.
- **Employee restrooms** on staff floors.
- **Employee breakroom.**
- **Lobby area with direct access to the Finance Department service desk.** Lobby area shall have four (4) semi-sound privacy screened workstations, along with computers to be used by the public and billed as the COB's Lowell Extension On-line Library. This extension library area must be monitorable from/by at least one, aforementioned staff workstation.
- **Other auxiliary accoutrements** as described in Exhibit C, "EXAMPLE Design Criteria for New City Hall"
- **Estimated Need is +/- 9,000 Total Square Feet. Determining the final area and design is the A&E's responsibility, just as is designing a facility that is within the COB's budget.**

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- The design of all sitework, drainage, landscaping and parking facilities.

**Exhibit B – Proposed Services  
Must Include:**

1. Analyze up to three building sites/properties that are located within the immediate area of Bisbee. Present the findings to the COB, or a commission of the City, await the COB's decision and direction, and then proceed with the design phases.

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1.2. Consultative Meetings. The successful A&E would be expected to conduct extensive consultative meetings and interviews with City staff, sub-leases, facility operators, management staff, and other relevant parties as necessary to obtain additional acknowledge about the noted facilities and sites. Consultant may also be asked to participate in meetings with City Council sub-committee(s). Fee proposals shall include an express allowance for each of the following meetings:

- A. One factfinding/programming meeting with all city department heads.
- B. 15% design charrette.
- C. 35% design charrette.
- D. 65% design charrette.
- E. One public meeting where a project-knowledgeable authorize representative of the A&E team can answer any questions posed by the public.
- F. One pre-bid meeting (with prospective construction contractors).
- G. One construction contractor bid-opening meeting.

**Additionally, if A&E proposes and is selected to provide Construction Management in addition to Design Management Plan Services, then costs of and for the following must be included in the fee for proposed services:**

- H. Construction and quality control/assurance management meetings/site visits ("Alternate Fee Proposal #3") needed to properly monitor the project. Allowance for any and all necessary meetings and site visits **during ten (10) months** of construction. Fee proposal shall also include a Unit Cost for additional meetings and site visits, i.e., for meetings and site visits in the event that construction exceeds **ten (10) months**.
- I. Fee proposal shall also include a Unit Cost for "Alternate Fee Proposal #4 Warranty Phase" site visits.

2.3. Design and Pre-Construction Phase I

- A. Validate Owner's construction budget in regard to the approved project scope.
- B. Develop initial system concepts and scope documents.
- C. Provide analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
- D. Develop requirements for safety, quality assurance, and schedule adherence.
- E. Perform a "constructability" review during each phase of the document process.
- F. Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
- G. Develop requirements to assure time, cost, and quality control during construction.
- H. Provide a provisional construction schedule (CPM) for issuance with bid packages.
- I. Identify and evaluate potential bidders for all scopes of work.
- J. Schedule and conduct pre-bid conferences in coordination with the Owner.

- K. Advertise and distribute bidding documents.
- L. Monitor bidder/proposer activity to insure adequate contractor and vendor participation.
- M. Review and analyze bids for presentation to the project team.
- N. Verify adherence of bids with design requirements and the construction budget.
- O. Verify that all scope of work required for the completion of the project is included in a subcontract, purchase order, or COB self-performed.

#### 3.4. Construction Phase II

- A. Maintain on-site staff for construction management and supervision.
- B. Establish and maintain coordinating procedures.
- C. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
- D. Conduct and record regular job-site meetings. Issue meeting minutes to all parties.
- E. Coordinate and maintain on-site contract documents in accordance with the General Requirements.
- F. Prepare and submit change order documentation for approval of the Owner in accordance with the contract.
- G. Maintain a system for review and approval of shop drawings.
- H. Maintain on-site records and submit formal monthly reports to Design Professional and Owner.
- I. Maintain quality control and ensure conformity to plans. Maintain one copy on site of all QC reports for Owner to review at their convenience.
- J. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- K. Develop as-built and record drawings throughout the construction process.
- L. Coordinate post-completion activities, including the assembly of guarantees, Operation & Maintenance manuals, warranties, closeout documents, and final acceptance. A&E shall arrange for any training sessions including coordination with Owner's staff.
- M. Develop requirements for safety, quality assurance, and schedule adherence.
- N. Acquire and track all necessary subcontractors, material suppliers, and vendor's lien release documentation. Required lien documentation should be received by A&E prior to issuance of monthly payments.

#### 4.5. Warranty Phase III

- A. Coordinate and monitor the resolution of remaining "punch-list" items.
- B. Coordinate, monitor, and resolve all warranty complaints in a timely manner and to the satisfaction of the owner during the general warranty period.

#### 5.6. How Costs are to be Broken-Down, i.e., Base Fee with optional alternates including:

- A. **Base Fee Proposal**, Design and Pre-Construction (as listed below), for the design of a new city hall building constructed of all new materials ~~(not reutilizing the existing structure).~~
- B. (Optional) **Alternate Fee Proposal #1** (as an adder, i.e., as an additional cost to Base Fee Proposal) to reutilize the existing structure that is located on Arizona Street or parts thereof. Offeror must state in its fee proposal which portions of the existing facility it proposes to reutilize.
- C. ~~(Optional) **Alternate Fee Proposal #2** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include a below-grade floor to the design.~~

D.C. (Optional) **Alternate Fee Proposal #3** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include construction and quality control management.

E.D. (Optional) **Alternate Fee Proposal #4** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include Warranty Phase Management.

#### Exhibit C

1. **Specification Section.** This document is attached only as an example. The A&E firm(s) shall develop a 'spec section' that assures that the COB receives the highest quality workmanship, means, methods and materials available while keeping within the COB budget. This document also is an example of the degree of completeness the COB expects in the A&E drawings and other deliverables while keeping within the COB budget. The COB reserves the right to negotiate terms and conditions with the apparent successful offeror.

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#### Exhibit D Evaluation Criteria

A&E Selection will be initiated after invitation to up to [REDACTED] qualified finalists for interviews by the Selection Committee evaluating written A&E Proposals and Fee Proposals as instructed in this RFP. The successful A&E will be determined from the evaluation of proposals received and interviews.

##### Criteria for the evaluation of A&E Proposals:

- [REDACTED] of overall score) Relevance of the Experience and Qualifications of the Proposed A&E Team to this project, including:
  - [REDACTED] Relevant experience of the design team working together on past recent and relevant projects and firm's years of successful operation or partnering ;
  - [REDACTED] Assigned team's relevant experience with projects of similar size, type, and complexity and any unique qualifications for the project;
  - [REDACTED] Assigned team's experience with effective budget and schedule control;
  - [REDACTED] Direct/immediate accessibility/availability of the proposed team for this project
    - Local Preference. For the purposes of evaluation only, preference will be given to A&E proposers that reside within 70 miles of the City of Bisbee, over those that reside outside of this geographical area. Local residency means maintaining an active place of business inside of this geographical area. (A P.O. Box address will not satisfy this requirement);
- [REDACTED] of overall score) References. Past performance of the firm(s). This may include level of quality of the services of the firm(s) to previous customers; customer statements of that quality; reputation; ability to meet established time requirements; response to project needs during pre-design, design, preconstruction and construction; and control of design and construction quality and budget.
- [REDACTED] of overall score) Quality of proposed A&E Design Management Plan, including firm's(s)': cost management plan; Schedule management plan during design; approach for managing changes within the stated cost and schedule limitations; approach for competitively administering and evaluating bid packages; (AND, IN THE EVENT THAT PROPOSAL INCLUDES A PROPOSAL AND PROPOSED FEE FOR CONSTRUCTION MANAGEMENT) Cost, Schedule, Quality Control, Work force, Safety, Site logistics/phasing and Close-out Management Plans before,

during and after construction of proposed project and any recent history of collaboration between the A&E team and local construction companies on recent and relative projects. Experience in generating and issuing comprehensive bid packages to potential subcontractors and vendors for recent and relevant projects.

- ( [redacted] of overall score) Fee Proposal.

**Evaluation Criteria Scorecard [ NOT TO BE ADVERTIZED]**

[redacted] of overall score EXPERIENCE AND QUALIFICATIONS of A&E Team				Points
Relevant experience of the design team working together on past recent and relevant projects				
1	2	3	4	5
Firm's years of successful operation or partnering				
1	2	3	4	5
Team's relevant experience with projects of similar size				
1	2	3	4	5
Team's relevant experience with projects of similar complexity				
1	2	3	4	5
Unique qualifications for the project				
1	2	3	4	5
Team's experience with effective budget and schedule control				
1	2	3	4	5
Direct/immediate accessibility/availability of the proposed team for this project				

1	2	3	4	5
of overall score REFERENCES. PAST PERFORMANCE OF THE FIRM(S)				Points _____
Customer statements of that quality				
1	2	3	4	5
Reputation				
1	2	3	4	5
Ability to meet established time requirements				
1	2	3	4	5
Response to project needs during pre-design, design, preconstruction and construction				
1	2	3	4	5
Control of design and construction quality and budget				
1	2	3	4	5
Quality of proposed A&E Design Management Plan				
1	2	3	4	5
Quality of cost management plan				
1	2	3	4	5
Quality of Schedule management plan				
1	2	3	4	5
Quality of approach for managing changes within the stated cost and schedule limitations				
1	2	3	4	5
Quality of approach for competitively administering and evaluating bid packages				
1	2	3	4	5
of overall score -- CONSTRUCTION MANAGEMENT				Points _____
1	2	3	4	5
History of collaboration between the A&E team and local construction companies				
1	2	3	4	5
Experience in generating and issuing comprehensive bid packages				
1	2	3	4	5
of overall score -- FEE PROPOSAL COST				Points _____
1	2	3	4	5



## THE CITY OF BISBEE

### Request for Proposals and Qualifications (RFP/RFQ) for Architectural & Engineering Services (A&E)

City of Bisbee (COB), is requesting proposals from qualified firms or individuals (A&E's) to provide schematic design drawings and design documents as referenced in Exhibit C, "EXAMPLE Design Criteria for New City Hall." The design documents (incl. means, methods, and materials specifications document) must be such that the COB is assured of receiving the highest quality materials and design that are within its budget.

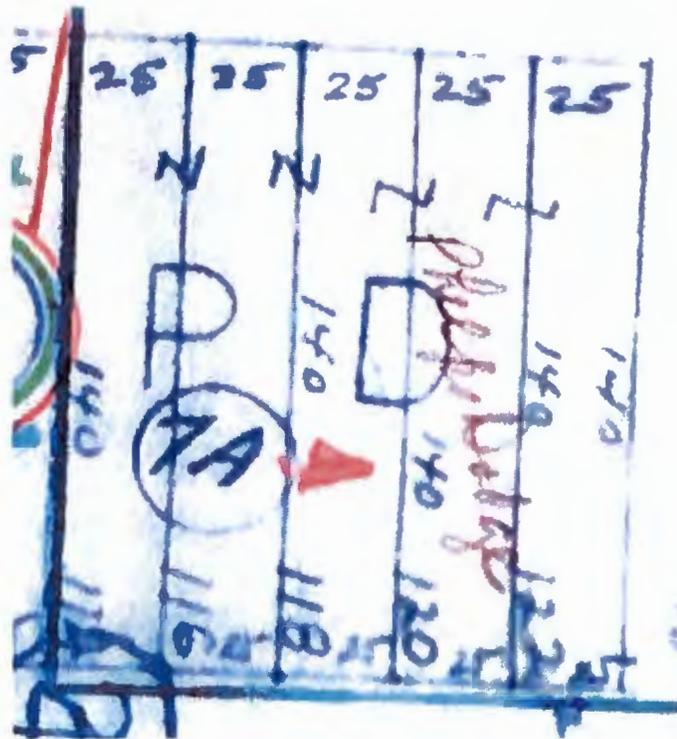
1. **Background.** For bidding for constructing a new city hall. The previous city hall building sustained damage from a fire that occurred on October 11, 2017. The National Historic City Hall building was built in 1909 by the Calumet and Arizona Mining Company and was the first concrete building constructed in Arizona. It is now considered a total loss. Structural engineering evaluation of the building remains and site are attached.



Aerial view of site as of 5/4/2019

2. **Scope and Nature.** The COB is considering appropriate demolition, site preparation, and the reconstruction of the City Hall to include office spaces, council chamber, restrooms and facilities generally essential for a functional central government administration space, described in the programming information attached hereto as Exhibit A. This Exhibit A goes into greater depth about the services to be provided for the creation of this new building, but roughly they would include:
  - o Conceptual plans that are based on the latest developments in cooperative working space design.

- Plans and documents to be used in the bidding for construction of the project.
  - Assistance with selection and/or design of furniture, fixtures and equipment.
  - Participation in the review of bids and selection of a construction company.
  - Oversight and inspections during construction and approval of the completed project for acceptance.
  - Participation in zoning approvals, historic preservation commission approvals, and similar approval and permitting processes.
  - Compliance with Americans with Disabilities Act requirements and similar requirements.
  - Energy efficiency and sustainability consultation and advice.
  - This building site is within a (soon) future Historic District and the building design and construction should blend with the area architecture and materials.
3. **Site.** The site of the reconstruction is Parcel #101-9-007A, located at 118 Arizona St, Bisbee, Cochise County, Arizona, 85603.



Cochise County Assessor's Office Parcel #101-9-007A Plat Map (.40-acres, 125' x 140')

4. **Tentative Proposal Schedule.** The tentative schedule for the project is as follows:
- October 21 – Solicit proposals from A&Es.
  - November 18 – Proposals due from A&Es.
  - December 9 – interviews of finalists.
  - December 17 – recommendation to City Council of selected A&E.
5. **Estimated Budget.** The preliminary estimated budget for the project is \$2 million.

6. **Property Inspection.** All interested parties should contact Mr. Matthew Gurney, City of Bisbee, at (520) 432-6004 to schedule a time to view and inspect the building and property.
7. **Wage, Labor, and Equal Employment Opportunity (EEO)** The A&E and all sub firms/contractors shall comply with any federal, state or local EEO requirements as applicable to this project. The COB is an Affirmative Action/Equal Opportunity Employer.
8. **Federal Funds Usage.** Proposers are hereby notified that federal funds may be used to assist in the construction of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including, but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulation (29 CFR, Part 3).
9. **Association with Local A&E.** In the event that an A&E does not have an active practice in Arizona, the A&E must create a cooperative relationship with a local A&E with an active practice in Arizona, for the performance of the services hereunder.
10. **Proposal Submission.** Five (5) paper copies of the proposal and a USB flash drive with a clean and easily accessible electronic version (PDF or MS Word doc) of the proposal shall be addressed and delivered in a sealed envelope to COB, 915 S. Tovreaville Road; Bisbee, AZ 85603. Attn: (Ms. Theresa Coleman), City Manager. Proposals will be received until 3:00 p.m. (Arizona/Central Time) on November 18, 2019. Any bid received after that time and date will not be opened or considered and will be returned to the bidder.
11. **Experience and Qualifications.** Proposal submission materials should be kept to a minimum. Elaborate brochures, documentation, binding, detailed artwork, or other embellishments are unnecessary, and will not be considered in an effort to assist in the speed, efficiency, and fairness of the government evaluation process.

If a Proposal is submitted by a team of individuals or firms, it shall clearly define the Lead Firm making the Proposal. Design services shall be provided by a design professional registered to perform engineering services in the State of Arizona who retains all responsibilities for design and construction administration services of the Project.

Each A&E proposal submission shall include, but not be limited to, the following information:

1. The name of the firm(s) (i.e., all proposed team members, including consultants) and location of all its offices, specifically indicating the principal place of business.
2. A brief history of the firm(s) and the range of services offered.
3. The age of the firm(s), and the number of years (per firm) of experience providing A&E services for historic renovation projects in rural areas as described herein over the past five (5) years.
4. A Design Management Plan that concisely provides sufficient information for complete and thorough, and yet efficient evaluation.
5. The education, training, experience, licensing, and qualifications of members of the firm(s) and key employees for these projects, including all individuals responsible for the performance of the work described herein. Include an organization chart.
6. How the firm(s) intend(s) to manage its/their responsibilities and provide energy modeling, value engineering for life cycle costs, cost control, risk identification, and risk mitigation.

7. Proposed project production schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of the time frames indicated.
8. The experience, qualifications, and expertise of the firm(s) with these types of projects (the design services for administrative working spaces and historic property renovation.) This should include the firm's experience with managing community relations and advancing innovative ideas. It should include information on the firm's technical capabilities and ability to timely perform the services as reflected by the firm's current and projected workload and having adequate personnel, equipment, and facilities.
9. The Design Management Plan should also clearly identify the A&E's methods for providing the following:
  - o Comprehensive A&E services for the project described herein.
  - o Deliverables review and approval by the COB and other relevant stakeholders at various stages of project development.
  - o Analysis and consultation with the COB and other relevant stakeholders in the determination of the best construction delivery method for this project.
  - o Indicate all kinds of firms or individuals the firm(s) anticipate(s) will be utilized to provide engineering, landscaping, interior design, acoustic engineering, lighting design and any other design services required.
10. Financial proposals regarding the A&E costs and fees for the professional services to be provided to the COB. Provide a statement of Fee Compensation on a fixed lump sum basis.
11. The names of at least three (3) clients who may be contacted for references.
12. **Insurance. Commercial General Liability:** The Architect shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverages shall not exclude X, C, U. Such policy shall contain a severability of interest provisions, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for the Architect's operations and products and completed operations.

If required by the contract, the Architect subletting any part of the work, services or operations awarded to the Architect shall purchase and maintain, at all times during prosecution of the work, services or operations under the contract, an Owner and Architect's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Architect's work, service or operations under the contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Proposer's Commercial General Liability insurance.

**Automobile Liability:** The Architect shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Architect's any owned, hired, and non-owned vehicles assigned to or used in performance of the Architect's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**Workers Compensation:** The Architect shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Architect will require the Sub-Firm(s) to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Architect.

**Professional Liability:** The Architect retained by the City to provide the work or service required by the contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Architect, or any person employed by the Architect, with a limit of not less than \$1,000,000 each claim.

**Certificate of Insurance:** Prior to commencing work or services under the contract, the Architect shall furnish the City with Certificates of Insurance, or formal endorsements as required by the contract, issued by the Architect's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the contract are in full force and effect.

In the event any insurance policy(ices) required by the contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Architect's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date. Cancellation and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

13. Include illustrative drawings of floor plans of similar type projects the firm(s) has/have designed, if any, along with renderings and/or photographs of completed projects. Include any other information that would aid in the evaluation of the designs, such as costs, durability, energy efficiency, etc. The format should be 8/5 X 11 and only include enough material to be illustrative, not complete sets of drawings.
14. Direct and immediate accessibility of the A&E personnel to the COB.
15. List and describe any litigation, arbitration, or other alternative dispute resolution proceedings the A&E has been involved in with an owner within the past five (5) years.

16. List and describe any actions taken by any regulatory agency against the A&E or its agents or employees with respect to any work performed.
  17. Express willingness and ability to provide any other pertinent information regarding qualifications and performance data requested by the COB.
  18. To be considered responsive to the requirements of this RFP/RFQ/RFQ, the A&E shall provide verifiable evidence that the firm(s), personnel, and associated consultants are appropriately licensed in the State of Arizona and meet all the requirements and qualifications described herein. The COB reserves the right to request additional information which, in its sole opinion, is necessary to assure that the A&E's competence, business organization, and financial resources are adequate to perform the work described herein.
  19. Provide a list of projects currently under contract.
12. **A&E Fee for Proposed Services.** As further described in Exhibit B.
13. **Evaluation Criteria (Exhibit D) and Selection.** COB will evaluate each RFP/RFQ submitted based on responsiveness to the project's needs. The COB will take into account the estimated value, the project scope and complexity, as well as the professional nature of the services to be rendered. If the COB recommends the award of a contract, the COB will recommend the award of contract to the A&E who is responsive to all administrative and technical requirements of the RFP/RFQ, who has demonstrated competence and qualifications of the type of services required, and who receives the highest rating based upon the competence and professional qualifications to perform the services required. Evaluation criteria shall also include:
- A. Competence to perform the services as reflected by technical training and education, general experience, experience in providing the required services, and the qualifications and competence of persons who would be assigned to perform the services.
  - B. Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
  - C. Past performance as reflected by the evaluation of others who have retained the services of the A&E with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.
  - D. Experience, qualifications, and ability to perform administrative work space design and construction services and historic renovations.
  - E. Personnel accessibility of A&E firm to the COB.
  - F. Experience with the various delivery methods of construction.
  - G. Costs, durability, energy efficiency, and educational benefits of prior designs.
  - H. Interview presentation, if invited.
  - I. The A&E firm that the COB considers offering the Best Value.
14. **Interview.** The COB anticipates interviewing up to 3 A&Es evaluated as being professionally and technically qualified. The purpose of the interview is to allow the A&E firm to present its qualifications, experience, education, training, past performance, etc., regarding the professional services to be provided for the project. Interviews will also provide an opportunity for the COB to seek clarifications from the A&E. A&Es selected for an interview will be notified of the date, time, and place of the interview. Interviews are tentatively scheduled to take place the week of December 9, 2019. The COB anticipates making a final recommendation to the City Council on December 17, 2019.

15. **Negotiation.** The COB, or a commission of the City, will negotiate the terms of a contract with any selected A&E. If an agreement is reached, the A&E will enter into a written contract and will perform all work pursuant to that contract. The Proposal, itself, unless later and expressly incorporated into a final contract, does not constitute an agreement or contract with the COB or any other entity, and the COB reserves the right to not enter into any agreement with any A&E. The proposed terms and conditions of the contract shall be as provided in the most currently available version of AIA Document B101-2007 and AIA Document A201-2007, AS AMENDED, or as otherwise required by COB, the City or a commission of the City. All terms and conditions are subject to further negotiations up until the time any contract is executed.
16. **A&E Subcontracted Work.** COB reserves the right to require competitive bidding of any work to be subcontracted by A&E, according to a competitive bidding process determined by COB.
17. **Design for Stated Budget.** The A&E team shall be knowledgeable of the existing current construction contracting labor and materials market conditions in rural southeast Arizona. The A&E team shall have the ability to design a facility that can be constructed within the COB budget. If in the event that the construction bids that are received after the A&E firm design is advertised exceed the COB budget, the A&E firm(s) will value-engineer its design and re-advertise and manage the additional bid opening(s) at no additional cost to the COB until such time as the COB receives bids that are within the COB budget.
18. **Bonds.** The A&E shall procure and maintain bonds if and as required by law or the contract documents.
19. **Proposal Identification.** Proposals shall be submitted in a sealed envelope with the A&E's name, address, and telephone number clearly marked on the cover. The lower left corner of the sealed envelope should read as follows: "PROPOSAL FOR A&E SERVICES, CITY HALL."
20. **Waiver.** By submitting a proposal, the A&E agrees to waive any claim it has, or may have, against COB, or Commission of the City and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents or the contract documents; acceptance or rejection of any proposals; and award of the contract.
21. **Withdrawal of Proposal.** Any request to withdraw a proposal must be made in writing and filed with the COB prior to the time set for the opening of proposals. No proposal may be withdrawn following the opening of proposals.
22. **Opening of Proposals.** Proposals will be opened on November 18, 2019 and, or as soon as possible thereafter, in the meeting room of COB, beginning at 3:00 P.M. on that date. All A&Es and interested parties, including members of the public, are welcome to attend.
23. **Disqualification of Bidders.** A&Es may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:
  - A. COB has reason to believe that the A&E has engaged in fraud or collusion.
  - B. The A&E is in arrears on any existing contract or has defaulted on a previous contract.
  - C. The A&E has uncompleted work which, in the judgment of COB, will prevent or hinder the prompt completion of this construction project, if it were awarded to the A&E.

- D. COB has reason to believe that the A&E is a party to litigation, the outcome of which may jeopardize A&E's future ability to perform on this contract.
  - E. Other appropriate reason as determined by COB.
24. **Non-Responsive Proposals.** An A&E that fails to respond to any request for information may be deemed non-responsive and its proposal may not be considered for the award.
25. **Debarment.** Submission of a proposal in response to this RFP/RFQ is certification that you, your company, and any proposed subcontractor or other proposed team member is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any City, State or Federal department or agency or any political subdivision of the State of Arizona.
26. **Rejection of Proposals/Termination of Process.** COB reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; (c) to change the schedule and dates for responses, interviews and other dates; and (c) to waive formalities and minor irregularities in the proposals received. COB further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by COB to be necessary for the successful performance of the contract. COB further reserves the right to cancel or amend this RFP/RFQ at any time and will attempt to notify recipients accordingly.
27. **Public Records.** A&E acknowledges by submitting a proposal that any and all information may be subject to the Public Records law of Arizona.
28. **Questions.** Submit all questions, inquiries, or requests for clarification about the project in writing to Ms. Theresa Coleman, City Manager. If an offeror believes the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the COB in writing with supporting rationale. Any objection to the use of the enclosed contract form must be noted in the response to this RFP/RFQ.
29. **Grievance Procedure.** Protests shall be submitted in writing to: Ashlee Coronado, City Clerk, City of Bisbee, P.O. Box 4601, Bisbee, AZ, 85624, phone (520)432-6012 within 72 hours of bid award. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative with authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 days of receipt, and after consultation with legal counsel, or others, the City will respond to the protest. The City reserves the right to reject any or all proposals; to waive irregularities or information in any proposal; to re-advertise for proposals; and/or to take any steps determined prudent, in order to resolve the protest.

Dated this 15<sup>th</sup> day of October 2019.

**Exhibit A  
Spatial Programing for COB Needs**

This building must accommodate an administration staff of 24 personnel and their associated work spaces. To include:

Department	Private office occupancy	Shared Space occupancy
Mayor	1	
City Manager	1	1
City Clerk	2	1
Human Resources	1	1
Finance	1	5
Department of Public Works	2	2
Community Development	2	2
Legal Services	1	
Guest	1	

In addition to the above referenced private and shared occupancy spaces, COB space requires:

- **Council Chambers/Public meeting auditorium.** Capacity for the presiding mayor and 6 council members. City Manager, Attorney, City Clerk, Audio-Visual tech plus at least 80 attendees.
- **Two conference rooms**
- **Public restrooms** on council chamber floor.
- **Employee restrooms** on staff floors.
- **Employee breakroom.**
- **Lobby area with direct access to the Finance Department service desk.** Lobby area shall have four (4) semi-sound privacy screened workstations, along with computers to be used by the public and billed as the COB's Warren On-line Library. This extension library area must be monitorable from/by at least one, aforementioned staff workstation.
- **Other auxiliary accoutrements** as described in Exhibit C, "EXAMPLE Design Criteria for New City Hall"
- **Estimated Need is +/- 9,000 Total Square Feet.**

**Exhibit B – Proposed Services  
Must Include:**

1. **Consultative Meetings.** The successful A&E would be expected to conduct extensive consultative meetings and interviews with City staff, sub-leases, facility operators, management staff, and other relevant parties as necessary to obtain additional acknowledge about the noted facilities and sites. Consultant may also be asked to participate in meetings with City Council sub-committee(s). Fee proposals shall include an express allowance for each of the following meetings:
  - A. One factfinding/programming meeting with all city department heads
  - B. 15% design charrette.
  - C. 35% design charrette.
  - D. 65% design charrette.
  - E. One public meeting where a project-knowledgeable authorize representative of the A&E team can answer any questions posed by the public.

- F. One pre-bid meeting (with prospective construction contractors).
- G. One construction contractor bid-opening meeting.

**Additionally, if A&E proposes and is selected to provide Construction Management in addition to Design Management Plan Services, then costs of and for the following must be included in the fee for proposed services:**

- H. Construction and quality control/assurance management meetings/site visits (“Alternate Fee Proposal #3”) needed to properly monitor the project. Allowance for any and all necessary meetings and site visits during ten (10) months of construction. Fee proposal shall also include a Unit Cost for additional meetings and site visits, i.e., for meetings and site visits in the event that construction exceeds ten (10) months.
- I. Fee proposal shall also include a Unit Cost for “Alternate Fee Proposal #4 Warranty Phase” site visits.

## **2. Design and Pre-Construction Phase I**

- A. Validate Owner’s construction budget in regard to the approved project scope.
- B. Develop initial system concepts and scope documents.
- C. Provide analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
- D. Develop requirements for safety, quality assurance, and schedule adherence.
- E. Perform a “constructability” review during each phase of the document process.
- F. Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
- G. Develop requirements to assure time, cost, and quality control during construction.
- H. Provide a provisional construction schedule (CPM) for issuance with bid packages.
- I. Identify and evaluate potential bidders for all scopes of work.
- J. Schedule and conduct pre-bid conferences in coordination with the Owner.
- K. Advertise and distribute bidding documents.
- L. Monitor bidder/proposer activity to insure adequate contractor and vendor participation.
- M. Review and analyze bids for presentation to the project team.
- N. Verify adherence of bids with design requirements and the construction budget.
- O. Verify that all scope of work required for the completion of the project is included in a subcontract, purchase order, or COB self-performed.

## **3. Construction Phase II**

- A. Maintain on-site staff for construction management and supervision.
- B. Establish and maintain coordinating procedures.
- C. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
- D. Conduct and record regular job-site meetings. Issue meeting minutes to all parties.
- E. Coordinate and maintain on-site contract documents in accordance with the General Requirements.
- F. Prepare and submit change order documentation for approval of the Owner in accordance with the contract.
- G. Maintain a system for review and approval of shop drawings.
- H. Maintain on-site records and submit formal monthly reports to Design Professional and Owner.
- I. Maintain quality control and ensure conformity to plans. Maintain one copy on site of all QC reports for Owner to review at their convenience.

- J. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- K. Develop as-built and record drawings throughout the construction process.
- L. Coordinate post-completion activities, including the assembly of guarantees, Operation & Maintenance manuals, warranties, closeout documents, and final acceptance. A&E shall arrange for any training sessions including coordination with Owner's staff.
- M. Develop requirements for safety, quality assurance, and schedule adherence.
- N. Acquire and track all necessary subcontractors, material suppliers, and vendor's lien release documentation. Required lien documentation should be received by A&E prior to issuance of monthly payments.

**4. Warranty Phase III**

- A. Coordinate and monitor the resolution of remaining "punch-list" items.
- B. Coordinate, monitor, and resolve all warranty complaints in a timely manner and to the satisfaction of the owner during the general warranty period.

**5. How Costs are to be Broken-Down, i.e., Base Fee with optional alternates including:**

- A. **Base Fee Proposal**, Design and Pre-Construction (as listed below), for the design of a new city hall building constructed of all new materials (not reutilizing the existing structure).
- B. (Optional) **Alternate Fee Proposal #1** (as an adder, i.e., as an additional cost to Base Fee Proposal) to reutilize the existing structure or parts thereof. Offeror must state in its fee proposal which portions of the existing facility it proposes to reutilize.
- C. (Optional) **Alternate Fee Proposal #2** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include a below-grade floor to the design.
- D. (Optional) **Alternate Fee Proposal #3** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include construction and quality control management.
- E. (Optional) **Alternate Fee Proposal #4** (as an adder, i.e., as an additional cost to Base Fee Proposal) to include Warranty Phase Management.

**Exhibit C**

1. **Specification Section.** This document is attached only as an example. The A&E firm(s) shall develop a 'spec section' that assures that the COB receives the highest quality workmanship, means, methods and materials available while keeping within the COB budget. This document also is an example of the degree of completeness the COB expects in the A&E drawings and other deliverables while keeping within the COB budget. The COB reserves the right to negotiate terms and conditions with the apparent successful offeror.

**Exhibit D  
Evaluation Criteria**

A&E Selection will be initiated after invitation to up to three (3) qualified finalists for interviews by the Selection Committee evaluating written A&E Proposals and Fee Proposals as instructed in this RFP. The successful A&E will be determined from the evaluation of proposals received and interviews.

**Criteria for the evaluation of A&E Proposals:**

- (40% of overall score) Relevance of the Experience and Qualifications of the Proposed A&E Team to this project, including:

- (20%) Relevant experience of the design team working together on past recent and relevant projects and firm's years of successful operation or partnering;
- (20%) Assigned team's relevant experience with projects of similar size, type, and complexity and any unique qualifications for the project;
- (10%) Assigned team's experience with effective budget and schedule control;
- (50%) Direct/immediate accessibility/availability of the proposed team for this project
  - Local Preference. For the purposes of evaluation only, preference will be given to A&E proposers that reside within 70 miles of the City of Bisbee, over those that reside outside of this geographical area. Local residency means maintaining an active place of business inside of this geographical area. (A P.O. Box address will not satisfy this requirement);
  - (5% of overall score) References. Past performance of the firm(s). This may include level of quality of the services of the firm(s) to previous customers; customer statements of that quality; reputation; ability to meet established time requirements; response to project needs during pre-design, design, preconstruction and construction; and control of design and construction quality and budget.
  - (5% of overall score) Quality of proposed A&E Design Management Plan, including firm's(s'): cost management plan; Schedule management plan during design; approach for managing changes within the stated cost and schedule limitations; approach for competitively administering and evaluating bid packages; (AND, IN THE EVENT THAT PROPOSAL INCLUDES A PROPOSAL AND PROPOSED FEE FOR CONSTRUCTION MANAGEMENT) Cost, Schedule, Quality Control, Work force, Safety, Site logistics/phasing and Close-out Management Plans before, during and after construction of proposed project and any recent history of collaboration between the A&E team and local construction companies on recent and relative projects. Experience in generating and issuing comprehensive bid packages to potential subcontractors and vendors for recent and relevant projects.
  - (50% of overall score) Fee Proposal.