



2600 W. Alisa Lane, Lakeside,

AZ 85929

(928) 368-5370 Fax (928)368-6039

About the District's WWTP:

The PLSD's wastewater treatment plant provides secondary treatment through an activated sludge process which has a design flow of 2 mgd. The current average daily influent flow is approximately 1 mgd with the treated effluent being discharged to Jacques Marsh located approximately one mile to the north. The marsh area consists of several ponds totaling 127 acres. The discharge is regulated by the State of Arizona's Aquifer Protection Permit. The biosolids that result from the treatment process are dewatered, composted and sold to the public as a Class A product.

What the District is looking for:

The District is requesting Statements of Qualifications (SOQ) from qualified professionals to assist PLSD with the marketing and selling of used equipment. The contract will be for one (1) year with an opportunity for a six (6) month extension upon approval from the Board of Directors. The District may select more than one consultant to provide these services.

Scope of Service:

- Assist the District in the marketing and selling a used Rotary BioMixer. Provide recommendations that will help in the marketing and selling of this equipment.

The consultant must demonstrate competence and qualifications related to the services performed including:

- Extensive experience in composting processes and related equipment.
- Understanding of the Rotary BioMixer and other possible applications for this equipment.
- Willingness and ability to communicate in a timely manner as to progress made in the selling of equipment. Sharing with the Board of Directors any plans used for effective marketing, including expected expenditures.

Through this selection process, the District is interested in having input that will provide an opportunity to re-claim some value in a District asset.



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INFORMATION AND INSTRUCTIONS TO APPLICANTS

RFQ #: 2020

RFQ TITLE: MARKETING OR BROKERAGE SERVICES FOR PINETOP LAKESIDE SANITARY DISTRICT

The Pinetop Lakeside Sanitary District hereby solicits Statements of Qualifications (SOQ) from qualified individuals or firms to provide marketing recommendations or act as a sales broker for the sale of a used Rotary BioMixer.

SECTION 1. MARKETING OR BROKERAGE SERVICES DESCRIPTION:

Services include: recommendation for marketing of equipment and arranging for prospective buyers to visit the District to view the equipment. Provide to the District estimates for the marketing expenses expected to effectively market the equipment.

The base term is one year. At its sole discretion, the District may award up to six (6) additional months. Any selection will be conditional upon satisfactory negotiation of a contract. The terms of the final contract must be acceptable to the District.

SECTION 2. CRITERIA AND CONTENTS:

Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process. Each SOQ must include:

- A. **Cover Letter** (1-page): referencing this RFQ # 2020, signed by an authorized individual of the firm containing at a minimum:
 - 1. Company name, contact name, address, fax number, and email address
 - 2. Acknowledge receipt of all addenda

B. Qualifications Criteria:

1. General Information

- a. Description of firm/team.
- b. Firm/team legal organization; organization chart with names.
- c. Contact information.
- d. Business locations.
- e. Locations of the primary office and individuals responsible for providing the requested services and/or responding to questions.

2. Relevant Firm Experience (45 points)

- a. List and briefly describe 3-5 comparable examples of consulting services provided by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable.
- b. A minimum of three referrals and references from other owners who employed consulting services from your firm.
- c. Applicant's understanding of the requirements and ability to proceed without delay if selected for this work.

d.

3. Team Experience & Qualifications (30 points)

- a. Describe each team member's firm position; provide resumes of each proposed key team member.
- b. Briefly describe each team member's role in providing marketing or brokerage services.
- c. Provide "team" experience working together on similar services.

4. Approach to Project Management (20 points)

- a. Describe your marketing plan, scheduling, and estimating tools.

5. Other Factors (5 points)

- a. Current workload and ability to proceed promptly.
- b. Willingness to abide by PLSD's expectation of providing truthful representation of the equipment.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Ability to meet insurance requirements or bonding requests (if any).

D. Attachments:

- 1. Attachment 1: "Authorization for Release of Performance Information and Waiver" form shall be completed, signed and included in the SOQ.
- 2. Attachment 2: "Certificate of Insurability" form shall be completed, signed and included in the SOQ. Within ten days of execution of a contract with PLSD, the successful Applicant shall furnish proof of insurance in the amounts listed in the forms of Contract.
- 3. Resumes for proposed key team members, 2-page maximum for each resume.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE APPLICANT MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN

SHALL CAUSE SUCH INCOMPLETE STATEMENT OF QUALIFICATIONS TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

SECTION 3. SUBMITTAL INSTRUCTIONS:

- A. SOQs must be submitted in a sealed envelope with the RFQ title/number and the Applicant's name and address clearly indicated on the envelope.
- B. Four (4) copies of the SOQs, must be submitted to the Business Office at 2600 W. Alisa Lane, Lakeside, Arizona 85929 on or before:

Submission Time: 3:00 p.m. Local Arizona time

Submission Date: April 23, 2020

LATE STATEMENTS OF QUALIFICATIONS WILL NOT BE ACCEPTED.

SECTION 4. RFQ ACQUISITION AND SCHEDULE

- A. Download this RFQ and related contract from the District's www.plsd.com and click on Open Bids. For a printed RFQ, contact the Business Office at (928) 368-5370 ext. 1232. RFQs are available free of charge for the first set per Applicant; additional packages may be purchased for the cost of printing.
- B. The Statement of Qualifications must be received by Pinetop Lakeside Sanitary District, 2600 W. Alisa Lane, Lakeside, Arizona 85929, on or before:

Submission Time: 3:00 p.m. Local Arizona time

Submission Date: April 23, 2020

LATE STATEMENTS OF QUALIFICATIONS WILL NOT BE ACCEPTED.

- C. All questions regarding this RFQ must be submitted by email to Dave Smith at dsmith@plsd.com or by phone at 928.368.5370 ext. 1232. Oral statements or instructions made by staff, officials or consultants shall not constitute an amendment to this RFQ; any such amendment must be in writing and issued to all registered parties.
- D. The following tentative schedule has been prepared for this RFQ. Firms interested in providing consulting services must be available on the interview and scoping meeting dates.

SOQs due:	April 23, 2020
Review of SOQs and selection of finalists:	April 30, 2020
Interviews with selected finalists:	May 5, 2020
Board discussion, approval and award of contract:	May 13, 2020

SECTION 5. SELECTION PROCESS

- A. The District may appoint a selection committee to evaluate each Applicant based strictly on qualifications. Using the criteria and weighting listed above, and in order of preference, the Selection Committee will rank the Applicants.

- B. The District will contact and interview references provided by each Applicant.
- C. The Selection Committee may then make a selection solely based on their collective evaluations of the Applicants' SOQs.
- D. The Selection Committee may conduct interviews regarding the SOQs with the shortlisted top-ranked Applicants. Interview invitation letters shall be sent to the shortlisted top-ranked Applicants with specific interview location and anticipated interview format. Applicants may present using any media format they choose, but the District provides no material or technical support. Applicants must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the District for consideration. At the Applicant's request, materials shall be returned after the selection.
- E. The District will enter into negotiations with the highest ranked Applicant to finalize a contract for marketing or brokerage services. Any contract entered into with an Applicant shall include the General Terms and Conditions in Section 6(E) below. If a contract cannot be successfully negotiated with the highest ranked Applicant, then negotiations will be terminated with that Applicant and the District will enter negotiations with the next highest ranked Applicant until an agreement is reached, an impasse is declared or each Applicant has been eliminated by the District.
- F. A selection/ranking result notification letter will be sent to all Applicants following a selection and/or interview list determination.
- G. Applicants are evaluated on any combination of the following elements: 1) Statements of Qualifications (SOQs) submitted in response to this RFQ; 2) Reference verification; 3) Interview performance (if conducted); and 4) any information from any source about the Applicant, whether included in the SOQ or not.

SECTION 6. GENERAL TERMS & CONDITIONS:

- A. The minimum qualifications for this Services Contract are:
 - 1. Able to meet the District's insurance requirements.
 - 2. Possess a current Sales Tax License, when applicable.
 - 3. Demonstrated experience with composting systems.

Applicants not meeting these minimum requirements will not be evaluated nor considered for marketing or brokerage services.

- B. The District reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQs received, and to be the sole judge of the merits of the respective SOQs received.
- C. **DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS (IF ANY) AND/OR ANY DISTRICT EMPLOYEE, OTHER THAN THE DISTRICT MANAGER (OR THE MANAGER'S DESIGNEE), CONCERNING THIS RFQ, AT ANY TIME IS STRICTLY PROHIBITED.**
- D. It is the general intent of the District to make the information set further in any SOQ submitted by an applicant available to the District Manager, any committee appointed by the District Manager for purposes of evaluation, the Governing Board of the District, legal counsel, and others on a "need to know" basis. However, any applicant submitting an SOQ

consents to the distribution of any information submitted, and agrees that the District shall not be responsible for the protection of any confidential or proprietary information contained therein. The District provides no assurance of confidentiality of admission material submitted in any SOQ, and any applicant so submitting consents to the distribution of any materials provided, whether inadvertent or otherwise.

E. Any contract entered into with an Applicant shall include the following terms:

1. Termination: The District may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. Non-Discrimination: Applicant warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Applicant shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.
3. Legal Arizona Workers Act Compliance: Applicant is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Applicant further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The District retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

4. Non-appropriation: This Agreement shall be subject to available funding for the District, and nothing in this Agreement shall bind PLSD to payment for damages in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
5. Third Party Antitrust Violations: Applicant assigns to PLSD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Applicant toward fulfillment of this Agreement.
6. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

8. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
9. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
10. Arbitration: To the extent permitted by A.R.S. §§12-1518 and 12-133, in the same manner as provided therein, the parties agree to resolve any dispute arising out of this Agreement by arbitration.
11. Americans With Disabilities Act: Applicant shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.
12. Insurance: The Applicant shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance not less than:
 - a. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. If requested, the District is to be named as an additional insured for all operations performed within the scope of the Agreement between the District and Applicant;
 - b. Commercial or Business automobile liability coverage for owner, non-owned and hire vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 - c. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
 - d. If required by law, worker's compensation coverage including employee's liability coverage.

Applicant shall provide District with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the District of cancellation, non-renewal or material change.
13. Independent Contractor: It is expressly understood that the relationship of Applicant to the District will be that of an independent contractor.
14. Assignment: This Agreement may not be assigned either in whole or in part without first receiving the District's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the District will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Applicant from any of its obligations and liabilities under the Agreement.
15. Indemnification/Liability: General Indemnification: To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold the District, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Applicant personnel under this

Agreement; (ii) any negligent acts, errors, mistakes or omissions by Applicant or Applicant personnel; and (iii) Applicant or Applicant personnel's failure to comply with or fulfill the obligations established by this Agreement.

Applicant will update the District during the course of the litigation to timely notify the District of any issues that may involve the independent negligence of the District that is not covered by this indemnification.

The District assumes no liability for actions of Applicant and will not indemnify or hold Applicant or any third-party harmless for claims based on this Agreement or use of Applicant -provided supplies or services.

16. Proprietary Rights Indemnification: Without limiting the foregoing, Applicant will, without limitation, at its expense defend the District against all claims asserted by any person that anything provided by Applicant infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the District in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the District's use or operation of the items provided by Applicant hereunder or any part thereof by reason of any alleged infringement, Applicant will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the District the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the District an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the District may incur to acquire substitute supplies or services.

If you have any questions regarding this solicitation, you may contact Dave Smith via email at dsmith@plsd.com.

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed professional services, to disclose and release to PLSD (the District), or their representatives, information, records and opinions concerning this company's professional services performance. The purpose of this disclosure is to provide references to the District. _____ hereby waives any claim it may have against the District or any company or entity providing information to the District by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one year.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: _____

Company Name

By: _____
Applicant's Agent

ATTACHMENT 2

CERTIFICATE OF INSURABILITY

I hereby certify that as an Applicant to Pinetop Lakeside Sanitary District for Services Contract, I am fully aware of Insurance Requirements contained in the Contract and by the submission of this Statement of Qualifications, I hereby assure the District that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by the District, and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that the Contract shall be voided and I may not be considered for future consulting opportunities for the District.

Dated: _____

Company Name

By: _____
Applicant's Agent