Town of Queen Creek

22358 S. Ellsworth Road
Queen Creek, Arizona 85142

www.queencreek.org

REQUEST FOR QUALIFICATIONS

RFQ No. 27-011

DESIGN/BUILD SERVICES FOR

Industrial Wastewater Treatment Facility
CIP Project WW200

Due Date & Time

December 8, 2026
3:00 PM, AZ Time

DESIGN/BUILD SERVICES

Industrial Wastewater Treatment Facility
RFQ No. 27-011

RFQ ISSUANCE DATE:	October 22, 2026
SUBMITTAL DUE DATE AND TIME:	December 8, 2026 at 3:00 P.M. AZ time
SUBMITTAL LOCATION:	You may submit your proposal by the due date and time through the Town of Queen Creek e-Procurement Portal https://procurement.opengov.com/portal/queencreekaz NO EMAILED, FAXED, MAILED OR HAND-DELIVERED PROPOSALS WILL BE ACCEPTED
PRE-SUBMITTAL MEETING:	November 10, 2026 at 2:00 p.m.AZ time Public Safety/Community Chambers 20727 E. Civic Parkway Queen Creek, AZ 85142 The Pre-Submittal Meeting is Non-Mandatory
ONE-STEP PROCESS:	This is a one-step solicitation. The successful Respondent, if any, will be selected at the end of the RFQ process.
QUESTIONS:	All questions must to be submitted by 5:00 PM, November 17, 2026. Any question related to this Request for Qualifications (RFQ) shall be via the Town of Queen Creek e-Procurement Portal, located at https://procurement.opengov.com/portal/queencreekaz Please note the deadline for submitting questions. All responses to questions will be posted on the Town of Queen Creek e-Procurement Portal. It is recommended that Proposers click “Follow” on this RFQ to receive an email notification when responses are posted. It is the sole responsibility of the Respondent to check the website for responses to inquiries.
PROCUREMENT OFFICER:	Michelle Honea 480-358-3237 michelle.honea@queencreekaz.gov

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ATTACHMENTS: (located in e-Procurement Portal)
1 Non-Collusion Affidavit .....
2 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters .....
3 W-9/Taxpayer I.D. Number .....
4 Past Performance Reference Form .....

EXHIBITS: (located in e-Procurement Portal)
A Draft Design/Build Contract .....
B QC LG Assistance and Infrastructure Evaluation Preliminary Design Report .
C Insurance Requirements .....

SECTION I: LEGAL ADVERTISEMENT

RFQ NO. 27-011
DESIGN/BUILD SERVICES
INDUSTRIAL WASTEWATER TREATMENT FACILITY

NOTICE IS HEREBY GIVEN that the Town of Queen Creek, Arizona will receive sealed Proposals for RFQ No. 27-011 Industrial Wastewater Treatment Facility.

Project Summary: The Town of Queen Creek is seeking a Design Build Team to provide all design, permitting, construction and startup and commissioning services for a new wastewater treatment plant.

The Town of Queen Creek, Arizona (Town) is engaged in long-term planning to develop a treatment facility to manage both municipal and industrial wastewater. Over the last several years, the Town has been working with LG Energy Solution (LGES) to develop a new manufacturing facility and to account for anticipated population growth over the next 20 years. To better align wastewater treatment and local water resource needs, the Town is interested in developing a new, local wastewater treatment facility. The primary goal of the project is to recycle wastewater to minimize potable water consumption and reliance on groundwater. Additionally, development by the Arizona State land Department (ASLD) may include future industrial wastewater sources, providing an opportunity for process water recycling to further drive growth and reduce reliance on traditional potable water sources. This project will focus on planning elements for the Town's treatment facility including design and eventual construction of the first phase which is inclusive of the Advanced Treatment Facility (ATF) dedicated to industrial wastewater from the LGES manufacturing facility.

At buildout, the treatment facility is planned to treat up to 19 million gallons per day (mgd) of wastewater, comprised of industrial (up to 15 mgd) and municipal (up to 5 mgd) wastewater sources. Of the 19 mgd of total treatment capacity, 1 mgd may be assigned to either industrial or municipal treatment capacity. The 19 mgd is the product of population growth analysis as well as the potential for high wastewater production industries to populate a new industrial corridor anchored by the LGES facility. Depending on how the ASLD land develops and the rate of growth within the Town, the ultimate wastewater treatment capacity of the site may be less than 19 mgd

Proposals:
The Town will accept sealed proposals on or before 3:00 P.M. local time on Tuesday, December 8, 2026 through the link provided in the Request for Qualifications No. 27-011. Immediately thereafter responses will be electronically opened and the name of each Respondent will be posted to the Town's e-procurement platform, OpenGov, on the project page. Proposals must include all information items listed in the Request for Qualifications (RFQ). Proposals received after the date and time prescribed for the opening of proposal, or not submitted in the designated manner, will not be accepted, opened, or considered. NO EMAILED, FAXED, MAILED OR HAND-DELIVERED SUBMITTALS WILL BE ACCEPTED.

Documents can be obtained from the Town of Queen Creek's E-Procurement Portal at https://procurement.opengov.com/portal/queencreekaz

Each Proposal shall be in accordance with specifications and instructions contained therein.

The Town of Queen Creek reserves the right to accept or reject any or all responses and to waive informalities.

PUBLISHED:
Arizona Business Gazette – Republic Edition: October 22nd and 29th, 2026

SECTION II: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

1.01 Definitions: Terms used in this RFQ have the meanings indicated in the Contract, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RFQ have the meanings indicated below:

A. "Design/Builder shall mean the firm contractually bounded by the Design/Build Agreement; and is ultimately responsible for the quality and timeliness and performance of the entire team.

B. "Project Manager" shall mean the Design/Builder's Project Manager who will actively oversee the design and construction on a day-to-day basis, from start to finish and is the "Person in-charge" of the entire project.

C. "Design Lead" shall mean the person in-charge of the project design professionals or is the architect or engineer of record for the project.

D. "Construction Lead" shall mean the person in-charge of construction and subcontractors in the field; i.e. the Construction Superintendent.

E. "Pre-Construction Phase shall mean the phase of the project prior to the start construction. Typically, this phase includes programming, design, construction documents and cost estimating of the project and preparation of a Guaranteed Maximum Price (GMP) for the project.

F. "Construction Phase" shall mean after the Council approves the Guaranteed Maximum Price Agreement, the Construction Phase can begin and continues until Final Completion and acceptance of the project.

G. "Milestone Schedule" shall mean A schedule defining Major work products or action items assigned to a time line and sequence.

H. "Selection Committee: shall mean the selection committee comprised of staff and private professionals established for this project to (i) review the Statement of Qualifications (ii) create a "short list" of qualified Providers for further consideration and conduct interviews, if held.

I. "Firm" shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFQ.

J. "Town" shall mean the Town of Queen Creek, Arizona.

K. "Project" shall mean the Project set forth below in Section III Project Description.

L. "Purchasing Policy" shall mean the Town of Queen Creek's Purchasing Policy which governs this procurement and is incorporated in this RFQ by this reference.

M. "Respondent" shall mean the qualified, licensed person, firm or corporation who furnishes Services under the Contract Documents.

N. "Respondent" shall have the same meaning as "Firm."

O. "Response" or "Submittal" shall mean the Response.

P. “Response” shall mean a response submitted in response to this RFQ.

Q. “Services” shall mean any and all services to be provided under the Contract Documents and may include, but not be limited to: furnishing all labor, materials, equipment, documentation, tools, machinery, supplies, transportation, traffic control, supervision services, coordination, administrative permitting, manufacturing, supplying, installation, management, testing, and verification necessary to complete the project described in the Scope of Services and any and all other services required for the full, professional and timely performance by the Respondent and its Consultants.

R. “Site” shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Respondent and/or Town in relation to the Project.

S. "Subcontractor" means a person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with an agent.

T. “Vendor Questionnaire” shall mean the required questions to be answered, listed as part of the Respondents response in the E-Procurement Portal: OpenGov.

INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS

2.01 Professional License/Certification/Registration: All individual architects, engineers, Consultants and other professionals engaged in providing Services for the Town shall be licensed or certified by and/or registered with the State of Arizona as required pursuant to A.R.S. § 32-121, *et seq.*, for the types of work included in Services to be rendered by them related to the Project that is the subject of this RFQ.

2.02 Contractor Licensing / Registration: The Design/Builder Team must be properly registered, licensed and certified by the Arizona Registrar of Contractors at the time of submission.

2.03 Legal Worker Certification**:** To ensure the Town’s compliance with A.R.S.§ 41-4401, every Respondent must comply with A.R.S. § 23-214(A) and all federal immigration laws and regulations that relate to its employees.

2.04 No Israel Boycott**:** To the extent applicable, the Town is prohibited by A.R.S. § 35-393.01 from entering into a contract with any company for professional services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in a boycott of Israel. By submitting a Response, a Respondent represents to the Town that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract.

2.05 A.R.S. § 35-394 CERTIFICATION. Pursuant to A.R.S. § 35-394, Contractor hereby certifies to Town and agrees for the duration of this Contract that Contractor will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and/or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the above written certification, Contractor shall notify Town within five business days after becoming aware of the noncompliance. If Contractor does not provide Town with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying Town of the noncompliance, this Contract will terminate, except that if this Contract termination date occurs before the end of the remedy period, this Contract terminates on the Contract termination date

2.06 Insurance: Respondent must have or obtain within the time period set by the Town, the Insurance coverages and certifications and fully comply with the insurance requirements set forth in Exhibit C.

2.07 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction 2 may, at the sole option of the Town, cause a Response to be considered non-responsive and/or the Respondent being deemed non-responsible resulting in the rejection of the Response, and may result in cancellation or termination of the resultant Contract if discovered after the Contract has been awarded.

INSTRUCTION 3: ACCEPTANCE OF CONTRACT DOCUMENTS

3.01 Town Standard Contract: The Town has developed a draft form of the Design/Build Services Contract and Respondent agrees to execute this form of Contract Document. The Final Contract form will include and be consistent with, without limitation, Town's contract terms, General Conditions, Exhibits and/or other Contract Documents hereto, all applicable provisions of the RFQ and supporting documents and any amendments thereto, and such other terms as the Town determines are in its best interest and appropriate for the Project. By submitting a Response, Respondent also acknowledges its understanding and agreement that the Town may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.

3.02 Contract Documents: The Contract Documents may include, without limitation, this RFQ, any addenda to this RFQ issued by the Town, the Response of the successful Respondent, and such other terms as Town determines are in its best interest and appropriate for the Project.

3.03 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and Town, if any, are not applicable to this RFQ or any resultant contract.

INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

4.01 Respondent's Obligations: It is the responsibility of each Respondent before submitting a Response to:

A. Examine and carefully study the RFQ, and any data and reference items identified in the Solicitation Documents;

B. Promptly give the Town written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFQ and confirm that the written resolution thereof by the Town is acceptable to Respondent; and

C. Determine that the RFQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.

4.02 Respondent's Representations: By signing and submitting its Response, Respondent represents, certifies and agrees that:

A. Respondent has complied with every requirement of this Instruction and the RFQ;

B. The submission of the Response did not involve collusion or other anti-competitive practices;

C. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;

D. The Respondent has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Response;

E. Failure to sign the Response, or the falsity of a statement in a signed Response, shall void the submitted Response or any resulting contracts, and the Respondent may be disbarred;

F. The Respondent is current in all obligations due to the Town, if any;

G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Response no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Response and that Respondent has the financial, bonding, technical and resource capacity and capability to fully and timely perform the scope of services in accordance with the other terms and conditions of the RFQ and the Contract Documents; and,

H. There will be no subsequent financial or time adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INSTRUCTION 5: PREPARATION OF RESPONSE

5.01 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms in the Vendor Questionnaire. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFQ and/or Town standard Design/Build Contract terms, including the General Conditions. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Respondents may review the Design/Build Contract which is attached to this solicitation as Exhibit A and General Conditions at:

https://www.queencreekaz.gov/government/finance/procurement/bids-rfqs#docaccess-2d94d5be1a8d81f5c69ffca546ff8111

5.02 Exceptions to Town's standard Contract terms, General Conditions, and/or the terms of this RFQ may, in Town's sole discretion, be basis for the Responses to be rejected as nonresponsive.

5.03 Public Record/Confidential Information:

A. All Responses submitted in response to this RFQ, whether or not accepted by the Town, shall become a matter of public record available for review, subsequent to the award notification, in accordance with Town's Procurement Policy.

B. If a person believes that a response, offer, specification, or protest contains information that should be withheld as proprietary or confidential, a statement advising Town of this fact shall accompany the submission and the information shall be identified in the Proprietary and/or Confidential Information section of the Vendor Questionnaire.

C. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination whether the information must be disclosed under Arizona law. If the Town determines that the information must be disclosed, Town will provide the Respondent with notice of such fact, and that the Respondent has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, Town will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.

5.04 Signature: The SOQ shall be submitted with a signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the SOQ must be signed in the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Unsigned SOQs will be considered nonresponsive and will be rejected.

5.05 Time: Periods of time, stated as number of days, shall be calendar days.

5.06 No Reimbursement: Town shall not reimburse the cost of developing, presenting, submitting or providing any Response to this solicitation, or any other costs or expenses of any Respondent.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

6.01 Errors: It is the responsibility of all Respondents to examine the entire RFQ package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Response. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.

6.02 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RFQ or should the Respondent be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFQ, via email only, and ask that the RFQ be clarified or modified. If prior to the date fixed for submission of SOQs, a Respondent knows of or should have known of an error in the RFQ, but fails to notify TOWN of the error, the Respondent shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.

6.03 Addendum: It is each Respondent's obligation to assure that it has received and reviewed all Addenda issued. Each Respondent shall acknowledge receipt of Addenda in the Addendum Acknowledgement section of the Vendor Questionnaire. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's Proposal being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Town separately from a Respondent will not be accepted.

INSTRUCTION 7: WITHDRAWAL OF RESPONSE

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw or "un-submit" their Response through the Towns e-procurement portal. After withdrawing a previously submitted response, the Respondent may submit another response at any time up to the deadline for submitting responses as set forth on page 2.

INSTRUCTION 8: RESPONSE OPENING

Responses shall be opened at the time and place stated in this RFQ. The name of each Respondent will be posted to the Town's e-procurement platform OpenGov on the project page. All other information received in response of this RFQ shall be shown only to TOWN personnel having legitimate interest in the evaluation process. After award of the contract, the successful Responses and the evaluation documentation shall be open for public inspection.

INSTRUCTION 9: TOWN RESERVED RIGHTS

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

a. Extend the date by which Responses are due;

b. Withhold the award or cancel this RFQ for any reason Town determines;

c. Reject any or all Responses, in whole or in part;

d. Waive any immaterial defect, irregularity or informality in any Response;

e. Reissue an RFQ;

f. Unless the Respondent states otherwise, award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If a Respondent's Response is an "all or nothing" offer, it must be expressly so indicated in the Response; and/or

g. Exercise any and/or all other rights available to Town under the terms of the RFQ, the Purchasing Policy, at law, or in equity.

INSTRUCTION 10: ADDITIONAL PROHIBITIONS AND RESTRICTIONS

10.01 Interest in More Than One Response: No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Response for the same Project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant Response to a Respondent is disqualified from submitting a Response for the Project as a Respondent. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant Response to more than one (1) Respondent.

10.02 Lobbying/Influence/Gratuities**:** As prescribed in Article 11 of Town's Purchasing Policy, any attempt to influence an employee or agent to breach Town Ethical Code of Conduct, or any unethical conduct, may be grounds for Sanctions under Articles 11-110 and 11-111.

A. An attempt to influence includes, but is not limited to:

1. Any Respondent, or any agent, representative or affiliate of a Respondent, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.

2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Respondent, or any agent, representative or affiliate of a Respondent, and Town, including but not limited to Town's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.

B. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of the Town Council.

C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to Town-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-submittal conferences, clarification of Responses, presentations if provided for in the solicitation, requests for Best and Final Responses, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Respondents.

10.03 Excluded Information: Respondents shall not submit to, or communicate in any way with the Town regarding, information prohibited from consideration by applicable Arizona or Federal law. Accordingly, any Response that contains any information of this type will be deemed nonresponsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the RFQ competition.

10.04 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RFQ with the Town's Project Executive, any Town Consultant or Program Manager, Selection Committee members, or employees of the Town, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.

10.05 Disbarment/Clarification: A Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Response rejected. The Town reserves the right to obtain Respondent clarifications where necessary to arrive at a full and complete understanding of Respondent's service, product, and/or Response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the Response and does not give Respondent an opportunity to revise or modify its Response.

10.06 All Remedies Available: With regard to any violation of any of the provisions of this Instruction, Town expressly reserves the right to pursue any and all remedies available to it under Town's Purchasing Policy, at law or in equity, including, but not limited to, the following:

A. Any violation of this Section discovered before an award of the resultant contract may, in Town's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.

B. If a violation of this Section is discovered after the resultant contract has been awarded, the Town may, by written notice to the Respondent, cancel the resultant contract. In the event Town cancels the resultant contract pursuant to this provision, Town shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by the Town as a result of the violation.

INSTRUCTION 11: ACCEPTANCE PERIOD

11.01 In order to allow for an adequate evaluation, Town requires all Responses to be valid and irrevocable for one hundred and eighty (180) days after the opening time and date and each Respondent agrees that it will hold open its Response for such period.

11.02 No contract or agreement, expressed or implied, shall exist between Town and any Respondent, or be binding on Town, before formal approval by Town Council and the execution of the resulting written contract by both parties.

11.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, Town may negotiate and enter a Contract with any other Respondent who submitted a timely and responsive Response to this RFQ, as provided by law.

INSTRUCTION 12: PROTESTS

Town believes that it can best maintain its reputation for treating firms, Respondents, etc., in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If a Respondent believes that the Town has fallen short of these goals, it may submit a written protest pursuant to the Town's Purchasing Policy, which is available at:

https://www.queencreekaz.gov/government/finance/procurement#docaccess-805f38e0b9eba3bce8263d42650f776d

SECTION III – PROJECT DESCRIPTION

The Town of Queen Creek (Town) is seeking a Design Build Team to provide all design, permitting, construction and startup and commissioning services for a new wastewater treatment plant.

The Town is engaged in long-term planning to develop a treatment facility to manage both municipal and industrial wastewater. Over the last several years, the Town has been working with LG Energy Solution (LGES) to develop a new manufacturing facility and to account for anticipated population growth over the next 20 years. To better align wastewater treatment and local water resource needs, the Town is interested in developing a new, local wastewater treatment facility. The primary goal of the project is to recycle wastewater to minimize potable water consumption and reliance on groundwater. Additionally, development by the Arizona State land Department (ASLD) may include future industrial wastewater sources, providing an opportunity for process water recycling to further drive growth and reduce reliance on traditional potable water sources. This project will focus on planning elements for the Town's treatment facility including design and eventual construction of the first phase which is inclusive of the Advanced Treatment Facility (ATF) dedicated to industrial wastewater from the LGES manufacturing facility.

At buildout, the treatment facility is planned to treat up to 19 million gallons per day (mgd) of wastewater, comprised of industrial (up to 15 mgd) and municipal (up to 5 mgd) wastewater sources. Of the 19 mgd of total treatment capacity, 1 mgd may be assigned to either industrial or municipal treatment capacity. The 19 mgd is the product of population growth analysis as well as the potential for high wastewater production industries to populate a new industrial corridor anchored by the LGES facility. Depending on how the ASLD land develops and the rate of growth within the Town, the ultimate wastewater treatment capacity of the site may be less than 19 mgd.

It is envisioned that this project will include three phases:

Industrial Advanced Treatment Facility (IATF): Sized to receive and treat industrial wastewater from the LGES facility and to return the finished water back to LGES industrial process use. The initial phase is intended to accommodate only the first phase of the LGES facility which corresponds to a capacity of 1.25 mgd. Site planning and preliminary layouts are intended to provide flexibility for expansion up to 15 mgd when required.

Master Planning and Future Project Phasese:

Municipal Water Reclamation Plant (MWRP): Planned to treat municipal wastewater from the Town and convey the treated municipal wastewater to an offsite recharge facility or supply water to the Municipal Advanced Treatment Facility.

Municipal Advanced Treatment Facility (MATF): Planned to treat reclaimed water to drinking water standards in compliance with newly adopted AWP rules in Arizona, ensuring compliance with the Safe Drinking Water Act (SDWA).

Included with this solicitation is the Queen Creek LG Assistance and Infrastructure Evaluation which provides a preliminary technical evaluation and layout of the proposed facility both for the first phase and at full buildout. This report is included as Exhibit B.

The DB Team selected to deliver this project will provide:

1) Overall wastewater treatment facility master planning – This will include site layout and design to accommodate the future MWRP and MATF facilities and expansion of the IATF.

2) Master planning of the sewer service area including locations and sizing of lines to allow for the continued industrial growth within the northeast portion of the town. This effort will identify what portions may operate under gravity systems and which will require mechanical conveyance of the flows both into the new facility for treatment and out of the facility for reuse by the industrial customers.

3) Design of the first phase of the IATF to serve LGES. This phase will include 1.25MGD of treatment along with the collection system and return system to and from the LGES site. This phase shall also consider accommodations for future expansion.

4) Permitting of the facility and infrastructure

5) Construction of the first phase of the facility and the supporting wastewater and return water conveyance systems.

6) All start-up and commissioning of the facility.

7) Turnover of the facility to the Operations and Maintenance team which will be selected at a later date.

Project Location

The Town is currently working to secure land for the new facility. It is anticipated the facility will be located within 3 miles of the existing LGES site.

Project Schedule

Currently the Town is working on the procurement of land for the facility. It is assumed that the land will be identified by July 1, 2027. Based on that date, the project schedule will be as follows:

1) Early design contract award in early 2027. This contract will allow the DB Team to coordinate and understand the design parameters, and to begin to develop a delivery plan and funding forecast for the project.
2) Full design contract July 1, 2027.
3) Full construction funding July 1, 2028.

The Town's goal is to have the new wastewater treatment plan on-line and in full operation on January 1, 2032. The Town will need input from the DB Team as to the reality of delivery of the facility in this timeframe and to identify any early procurement packages that are needed to meet this schedule.

Project Team
The Town has retained Black & Veatch to act as the owner's representative and technical expert for the project. After selecting the DB Team, the Town will work with the selected DB team to solicit for and select an Operations and Maintenance firm who will be responsible for input during the design of the facility and ultimately the ongoing operations and maintenance of the facility once opened.

Project Budget
Currently the preliminary design report includes a total Project Cost of $139.2M. The portion of this budget that is directly attributable to the first phase of the LGES Development is $92M. The $92M budget is considered the budget for this first phase of development. The selected DB Team will be tasked with the development of a right sized first phase that is relatively easily expandable for future growth and will work with the Town to identify any of the improvements that the Town would like to fund at this time to allow for future expansion.

SECTION IV – SCOPE OF SERVICES

The selected DB Team will be responsible for the full design, permitting, construction, startup and commissioning of a new wastewater treatment plant. The following is a summary of services that are anticipated during this project lifecycle.

4.1 DESIGN/PRE-CONSTRUCTION SERVICES

A. Design Phase services shall include, but are not limited to:

1. Site Data gathering and base file generation
2. Coordination with the Town Project Manager and Owners Representative to ensure the proposed wastewater treatment facility fits seamlessly into the land when secured by the Town.
3. Development of a project program to meet the requirements of the Town.
4. Creation of complete construction documents for the wastewater treatment facility including plans, specifications, and special provisions.
5. Conduct additional geotechnical engineering as required in support of the facility design.
6. Coordinate utility service locations for the wastewater treatment facility.
7. Provide cost estimates for the project at various stages of concepts and designs.
8. Coordinate permitting with the Town, County, State and utility companies as required.
9. Prepare materials and attend meetings both with the Town staff, Town Council and the public.
10. Other services as required to support successful completion of the work of the Town's interests.

B. The pre-construction services required will include the following:

1. Review and evaluation of Town's program, budget, and schedule.
2. Design/Builder project personnel shall attend regular meetings with the Town, and the Engineer to review project status, review design and update the construction cost estimate.
3. Consultation with the Town regarding construction sequencing, accommodation of traffic, traffic control, and construction approach.
4. Conduct a value engineering/constructability review, and review cost estimates as appropriate to design phase.
5. Prepare and periodically update a Project schedule for Town review and approval.
6. The Design/Builder shall recommend to the Town a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.
7. At the construction document completion percentage deemed appropriate by the Town, the Design/Builder will propose a Guaranteed Maximum Price for the Project, which shall be the sum of the estimated Cost of Work and the Design/Builder construction services fee. In no case will the total Project cost exceed the Project Budget for the project stated herein.
8. Other pre-construction services as-needed may be established by contract and as are inferable therefrom.

4.2 MANAGEMENT OF CONSTRUCTION:

A. If a GMP is agreed to, the successful DB Team will be responsible for the construction of the Project described in this RFQ. The Design/Builder services required for the construction phase will include, but are not limited to the following:

1. Conduct and document a subcontractor selection process that is based on a combination of qualifications and price criteria.
2. Enter into an "At-Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the Project.
3. Perform weekly construction phase progress coordination meetings including an Agenda, three (3) week look ahead and meeting minutes.
4. Provide continuous on-site Design/Builder services throughout the construction phase. The management shall include, but is not limited to:
    a. Regular job site meetings and minutes.
    b. Maintain daily on-site project log and schedule report.
    c. Oversee quality control testing and inspection programs.
    d. Monitor construction management staff and subcontractor work performance for deficiencies.

e. Oversee construction management staff and subcontractor safety programs.

f. Maintain master set of construction documents on-site to include all RFI's, FDS, revisions, and supplemental sketches and provide copies to all subcontractors concerned.

5. Develop, update and maintain master Project schedules, detailed construction schedules, submittal schedules, inspection schedules and testing schedules.

6. Process payment requests for approval.

7. Report potential budget and schedule variances and prepare recovery plans.

8. Coordinate surveyors, special consultants, and testing lab services as required.

9. Administer post-construction closeout and warranty efforts.

10. Provide construction program accounting and reporting to the Town as required.

11. The Design/Builder will be required to work with and coordinate their activities with any third-party contracts or contractors that the Town provides or adjacent utilities for this Project.

12. The Project will be built with an "open book" philosophy. All actual cost information will be made available by the Design/Builder to the Town during the entire process.

13. The DB Team shall prepare a commissioning and start-up plan for the facility for review and approval by the Town.

14. The DB Team shall complete all commissioning and start-up of the facility and complete turnover for ongoing operations and maintenance to the Town's selected operator.

4.3 FURNITURE FIXTURES & EQUIPMENT (FF&E)

The Designer/Builder will provide and install all FF&E to deliver a complete, turn-key project. The Town may procure certain FF&E's for contractor installation. A list of Owner supplied/installed FF&E will be supplied to the Design/Builder for Clarification.

SECTION V – RESPONSE CONTENTS

5.1 PREPARATION

Respondents shall comply with the following requirements for preparation and submittal of their SOQ:

- SOQs shall be submitted in .pdf format.
- The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- The body of the SOQ, when printed, shall be limited to a maximum of not

more than 20 single-sided pages.

- A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be a maximum size of 8.5 x 11 inches.
- One exception to the page size is that the DB Team may use one of the 20 pages to create a project schedule. This schedule may be displayed on an 11" x17" page. No other information other than schedule information may be included on this page. The 11" x 17" page does count as one of the 20 pages allowed within the submittal.
- The only submittal information that is not included in the page count is:
  - Cover letter (cover letter to be limited to a maximum of one page);
  - Information related to Mandatory Minimum Qualifications (ability to bond, ability to insure, safety record);
  - Resumes of Key Team Members and summary table identifying key team members, years of experience and role on the Project in front of the resumes, and relevant licenses/registrations held. Resumes shall be included as an Appendix to the DB team's submittal;
  - Divider tabs, provided that they contain no substantive content; and
  - Cover pages, provided that they contain no substantive content.
- SOQs that exceed the above page count may be rejected.
- The font shall be no smaller than 11 point.

5.2 REQUIRED RESPONSE CONTENTS

5.2.1 Completed Vendor Questionnaire (submitted in the procurement portal) and completed and signed Attachments 1-3 (not included in page count).

Past Performance Reference Form – Attachment 4: Provide three past reference forms completed by Respondent's listed references. Form shall include name, e-mail address and telephone number for reference who may comment on the firms' professional services capabilities (not included in page count).

5.2.2 Cover Letter and Minimum Statements

Transmittal/Cover Letter. Provide a letter that introduces the Firm, confirms that all elements of the RFQ have been read and understood, and summarizes your interest in the work. The transmittal letter shall be one-page maximum and signed by an individual authorized to bind the Firm contractually. Acknowledgement that the firm is agreeable to engaging with Town and has read and accepted the contractual language indicated in Town professional consultant agreement (not included in page count).

5.2.3 Payment and Performance Bonds. Provide a statement regarding the Team's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. This is to be an appendix to the SOQ and will not be counted in the page limit.

5.2.4 Insurance. Provide a statement regarding the Team's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the company's current A.M.

Best Company online rating. This is to be an appendix to the SOQ and will not be counted in the page limit. Each firm awarded a contract will be required to furnish a certificate(s) of insurance meeting the Town's indemnification and minimum insurance requirements as outlined in Exhibit C.

Provide a letter from the Team's insurance company stating the firm's Workers' Compensation Experience Modification Rating (EMR) for the past three (3) years. This is to be an appendix to the SOQ and will not be counted in the page limit. The letter shall be on the insurance company's letterhead and shall be signed by an authorized individual employed by the insurance company.

5.2.5 Potential Future Information Request - Financial Condition. If the Town determines it necessary, it may, in the future, request the Team to provide financial statements for the Design-Builder for the past three years and quarterly financial statements certified by the chief financial officer, for the current year. For publicly traded companies, reference to US Securities and Exchange Commission 10-K filings and any recent 10-Q findings are adequate. For entities that are not publicly traded, provide audited financial statements for the same period. If the Design-Builder is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member. This information is not to be provided as a part of your team's submittal.

5.2.6 **Statement of Qualifications.** (The following items are included in the 20 page maximum)

5.2.6.1 **Project Team Structure and Personnel (200 points)**

1. Provide a general description of the firm and/or team that is proposing to provide the Design-Build services, including the legal organization of the proposed team. Provide an organizational chart showing key personnel. For each key person, provide the following information:
   a. Firm they are employed by
   b. Length of time with the firm
   c. Percentage of time to be committed to each phase of the project
   d. Applicable Arizona professional registration(s)
   e. Role within the Design-Build team.

   Key Personnel identified for this project shall include the following positions, at a minimum:
   - Overall Design Build Program/Project Manager – This should be the Town's daily contact for the duration of the project.
   - Design Team Positions:
     - Overall Engineering Design Manager
     - Lead Process Engineer

- Lead Civil Engineer
- Lead Architect
- Lead Geotechnical Engineer
- Lead Structural Engineer
- Lead Electrical Engineer
- Lead SCADA and Instrumentation and Controls Engineer

- Construction Team Positions:
  - Overall Construction Manager/Design- Build Manager
  - Construction Superintendent(s)
  - Safety Manager
  - Lead Estimator
  - Individual Scope Estimators (Civil, Mechanical, Electrical, etc.)
  - Lead Scheduler
  - Start-up and Commissioning Manager
  - Person responsible for cost controls and budgeting
  - Construction QA/QC Manager(s)

For each position, please identify the person responsible for the given task, their company, and include their resume as a part of an Appendix to your submittal. Resumes shall be limited to two pages per person and shall include work and/or roles similar to those proposed for this project.

2. Describe the team's approach to maintaining staffing continuity through the full duration of the project and how changes in key personnel will be managed. What roles will be maintained through design and construction?

3. Provide the following information about the proposed Team:
   a. Provide the applicable Arizona Contractor's license number(s) held by the team and explain if held by an individual or the firm.
   b. Identify any contract or subcontract held by the team or any individual or firm that is part of the Design-Build team, which has been terminated for cause within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
   c. Describe your subcontractor selection process for any subcontractors that are not already part of the Team. (Note: Subcontractor selection plans may be based on

qualifications alone or on a combination of qualifications and price but shall not be based on price alone.)

4. Discuss the Team's knowledge of the current local market and of subcontractors and suppliers

5.2.6.2 Relevant Project Experience (350 Points)

Describe the performance history and experience of the Design-Build Team on projects of similar scope and complexity. Please include up to 5 relevant projects that the team or team members have completed in the last 10 years. For each project please include:

1. Description of the project showing relevance to this Project, including identification of the treatment processes and project delivery method utilized.
2. Names of project team firms and Key Personnel that participated in reference project(s) and are included on the proposed Design Build team, along with a clear description of the roles and responsibilities of each team member.
3. Project owner reference and contact information, including current position/title, phone and email address.
4. Original and Final project start and completion dates.
5. Contracted GMP(S) total value versus project actual cost. Please explain any differences.
6. Past project successes and/or lessons learned that may be applied to this proposed project.

In the Design-Build team's experience, why do some design build projects struggle or fail while others succeed. What factors apply to each scenario and how do you propose to avoid those factors that cause projects to fail?

5.2.6.3 Project Approach (350 Points)

Provide a conceptual description of the Design-Builder's approach for managing and performing its services during the project. The following items should be addressed:

1. Provide an understanding of the project and your approach to communicating with Town staff, the Owner's Representative, and the future Operations and Maintenance firm. Identify work components that are critical to the success of this project and how your team will address them.
2. In your opinion, when is the most opportune time to solicit for and select the Operations and Maintenance firm and how will your team integrate them effectively. Include a discussion of how the Design-Build team will manage training and handover to the operator following start-up and commissioning.

3. Provide the project team's approach to perform the requested services including a project schedule demonstrating project completion by January 1, 2032, assuming a Notice to Proceed in Q1 2027 for the treatment facility only (no offsite pipelines). Include a discussion of your approach to optimizing design, the construction schedule and provide key decision milestones required by the Town.
4. Describe in detail the tools, resources, and quality assurance procedures applicable to the proposed work and describe how the project team will collaborate, make decisions, and resolve issues. Describe how design, construction, Town Staff, and the Owner's Representative will interface including:
    a. Preconstruction: How master planning, alternatives analysis, value engineering, and constructability will be addressed.
    b. Construction: How construction progress tracking will occur, RFIs will be managed, and how changes during construction will be addressed.
5. Describe your approach to risk management, including a list of the top five (5) key risks and any proposed actions to mitigate and/or manage these risks.
6. Describe how costs will be communicated as design advances towards the Guaranteed Maximum Price (GMP).
    a. Describe who will be responsible for putting together and maintaining cost model(s) and GMP(s) throughout the project. What methods and resources are used to develop and communicate project costs?
    b. Describe the cost review process and who is expected to review cost models and GMP(s) throughout the project.
    c. How will the contingency be determined and developed?

5.2.6.4 Design-Builder Profile and Key Firms (75 Points)

1. Design-Builder Profile

   Required information applies to the Design-Builder and not to Key Firms (subconsultants/subcontractors). In the case of a joint venture, both parties must provide requested information. The Design-Builder profile must include the following information:

   a. General Information. Provide general information about the Design-Builder, such as lines of business and service offerings, locations of home and other offices, number of

employees (professional and nonprofessional), years in business, and evidence of required licenses.

b. Project Office Location. Identify where the Design-Builder intends to maintain its Project office(s) and the location where the construction management work will be performed.

c. Communications. Describe the points of contact, the communication process, and how the management team(s) will interact with Town staff. Identify the main points of contact in the Project Team who will coordinate the design, pre-construction, and construction phases.

d. Safety. Provide a summary description of the Design-Builder's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the Design-Builder for the current and past three years:

e. Quality Management. Describe the Design-Builders quality management plan. The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments. If any of the questions below are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to (1) describe in detail the unfavorable factor or event, and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

f. Legal Proceedings and Judgments. List and briefly describe any pending or past (within five years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the Design-Builder's general counsel.

g. Completion of Contracts. Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.

h. Debarred from Bidding. Has the Design-Builder been debarred or is it currently under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

2. Key Firms
   a. Identify and provide general information for any anticipated Key Firms (such as subcontractors and subconsultants) included on the Project Team. Include EMR safety records for the current and past three years for each Firm anticipated to be responsible for construction activities.
   b. Key Firms include the design-builder, engineer, and subcontractors performing >10% of the total work.

5.2.6.5 Sub-Contractors Selection Plan (25 points)

1. Submit your firm's subcontractor and supplier selection plan. Subcontractors may be selected based on qualifications alone or on a combination of qualifications and price. Subcontractors shall not be selected on price alone.
2. Describe your process to verify your subcontracts workmanship.

5.2.7 Other Forms/Attachments: All other forms and attachments are for reference only and do not need to be included in the Response.

SECTION VI – EVALUATION

6.1 Mandatory Compliance: This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

A. Professional Standing
The Arizona Corporation Commission shall properly have certified the Respondent for corporation and limited liability companies at the time of submission.

6.2 Evaluation Criteria and Scoring: This is an evaluation section which establishes criteria and the associated total potential points for each category. Award(s) shall be made to the responsible Respondent whose SOQ is determined to be the most advantageous to the Town. The Town shall evaluate the qualifications based upon an overall best value determination with the criteria listed below.

Table 1 Proposal Evaluation Criteria

Criteria	Maximum Points
Cover Letter & Minimum Qualifications	Prerequisite/No Points Awarded
Project Team Structure and Personnel	200
Relevant Project Experience	350
Project Approach	350
Design-Builder Profile and Key Firms	75
Subcontractors Selection Plan	25
Total	1000

6.3 Response Evaluation Process:
An appropriately qualified Selection Panel shall evaluate the responses that are submitted in response to the RFQ for the proposed contract(s).

A. Shortlist: Selection Panel will evaluate and score each SOQ according to the criteria set forth in Table 1 above in order to determine a "shortlist" of three to five Respondents. The Town may choose to enter into negotiations with the top-ranked Respondent(s) or conduct interviews.

B. Interviews: Shortlisted firms may be invited to participate in detailed interviews. If interviews are held, an interview invitation letter will be sent to each short-listed Respondent with the time, date and location of the interview and any specific instruction to include the evaluation criteria. However, the Town reserves the right to select a firm based on the evaluation of the SOQ submittals alone and not proceed to interviews. Interview points will be stand-alone and will not be added to the Response scores. A final ranking will be determined based on the point total of interviews.

C. Negotiations: The Town will enter into negotiations with the responsive and responsible firm(s) whose proposal receives the highest number of points under the evaluation criteria listed above and execute a contract upon completion of negotiation of fees and contract terms for Town Councils' approval. If the Town is unsuccessful in negotiating a contract, the Town will terminate negotiations and move to the next highest ranked firm(s).

6.4 Notice of Intent to Award: The next step will be for the Town to issue a Notice of Intent to Award, and if applicable notices of the intent not to award at all or to some Respondents. Town reserves the right to cancel this RFQ, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of the Town.

6.5 Delivery of Insurance Policies or Certificates and Execution of Contract Documents: Within ten (10) days of receipt of notice of intent to award, or as directed by the notice of intent to award, the successful Respondent shall deliver to Town the required insurance policies or certificates in a form satisfactory to the

Town. Policies or Certificates must reference the Town Project Number and the Town Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. The Town will deliver to the successful Respondent an original of the form of contract documents to be executed by the successful Respondent at the same time as the notice of intent to award. The successful Respondent shall execute and return to the Town a signed copy of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents to include the insurance certificates may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.

6.6 Changes in Respondent Organization: In order for a Respondent to remain qualified for award under this RFQ after it has been shortlisted, unless otherwise approved in writing by the Town, the Respondent's organization as identified in its Response must remain intact for the duration of the procurement process. If a Respondent wishes to make changes in the Respondent Team Members or Key Personnel identified in its Response, including, without limitation, additions, deletions, reorganizations and/or role changes, the Respondent shall submit to the Town a written request for approval of the change. Any such request shall be addressed to the Town's designated point-of-contact for this RFQ. If a request is made from a Respondent to allow the deletion or role change of any Respondent Team Member or Key Personnel identified in its Response, the Respondent shall submit such information as may be required by the Town to demonstrate that the changed Team Member meets the RFQ criteria. Town is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

SECTION VII: AWARD

This is a one-step competition. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the appropriate Town Officer and/or Town Council for Award. Any Contract resulting from this RFQ will be awarded consistent with the appropriate Town authority as approved by the Council, Town's Purchasing Policy and requirements, and applicable statues. No contract shall exist until the final written Contract is properly and formally approved for Award and fully executed by the Respondent and the properly authorized Town signatory.