

STATEMENT OF QUALIFICATIONS NO. 062321
On-Call Engineering Firm Consulting Services

GLOBE, ARIZONA



BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Steve Christensen, Vice Chairman

Woody Cline, Member

County Manager

James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED QUALIFICATIONS NO. 062321
ON-CALL ENGINEERING FIRM CONSULTING SERVICES**

Notice is hereby given that Gila County is requesting Statement of Qualifications from qualified firms for On-Call Engineering Firm Consulting Services.

SUBMITTAL DUE DATE: 3:00 P.M., MST, Tuesday October 12, 2021

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Copper Building Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the Request for Sealed Proposals forms included in this RFQ No. 062321 package and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **September 15, 2021, and September 22, 2021.**

Signed: _____
Chairman of the Board of Supervisors

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

Gila County is requesting Statement of Qualifications from qualified Small Business firms or individuals for:

On-Call Engineering Firm Consulting Services

Statement of Qualifications and Performance Data are to be received in the Office of:

Gila County Finance
Betty Hurst, Contracts
Copper Building
1400 E. Ash Street
Globe, AZ 85501

Until: 3:00 P.M. on October 12, 2021, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms or individuals submitting Responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Request shall be directed to:

Name: Betty Hurst, Contracts

Address: 1400 E. Ash Street

Globe, AZ 85501

Phone: (928) 402-4355

Email: bhurst@gilacountyaz.gov

STATEMENT OF QUALIFICATIONS

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Gila County General Provisions

**NOTE: The General Provisions are being provided solely for the purpose of the potential Qualifier to be aware of Gila County's liability requirements and contract format.*

Section A: Introduction

Gila County is seeking qualified consulting engineering firms to provide professional services for updating the existing Gila County Public Works Ordinances or developing new Ordinances, if determined necessary. The on-call list will be in effect for one (1) year, with an option of renewal for four (4) additional one-year periods, if determined in the County's best interest.

All qualified consultants interested in providing these engineering services to Gila County are invited to submit their Statement of Qualifications (SOQ). All SOQs must comply with the requirements specified in the SOQ.

Section B: On-Call Consulting Service Categories

Consulting and Engineering Services

The consultant shall be capable of reviewing and updating the following Gila County Public Works Ordinances.

- Grading and Drainage Ordinance
- Right-of-Way Ordinance

The consultant shall be capable of creating new Ordinances, if determined necessary by the County.

The consultant must be an Arizona registrant and properly licensed and certified to perform services in Arizona.

May include the following services:

1. Prepare and facilitate project kickoff meetings
2. Review existing Gila County Public Works Ordinances
3. Review existing Gila County associated forms and guidelines
4. Research other local government documents
5. Coordinate with other Gila County Departments
6. Gather and analyze relevant data from County personnel
7. Research and reference hydrology reports and other relevant Arizona State standards
8. Coordinate a public outreach process
9. Prepare a summary of proposed ordinance changes
10. Prepare draft versions on revised and new Ordinances for County review
11. Review, comment, and incorporate comments into draft version
12. Prepare final versions of revised and new Ordinances
13. Present results to County Board of Supervisors at public meetings
14. Deliver all documents required in the contract

Section C: Project Estimates

The total cost of work issued to consultants by Gila County in any one-year contract term will not be limited. No single project cost will exceed \$60,000 per A.R.S. 41-2581, at final payment for the project including all change orders and other contract costs.

Section D. Submittal Requirements

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of 15 pages to address the SOQ evaluation criteria (excluding resumes but including any organization charts with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two (2) pages and should be attached as an appendix to the SOQ. The cover letter and the resumes are not counted toward the 15-page maximum.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified cut-off date and time
- Adherence to maximum page requirement
- Correct delivery of submittal

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and divider pages will not be counted if they do not contain submittal information.

Section E. Selection Process

The successful consultant/firm/team will be selected through a qualifications-based selection process of the SOQs submitted in response to this SOQ. Gila County's selection committee will evaluate each SOQ according to the criteria set forth. The consultants will be ranked from lowest to highest. The consultants receiving the highest evaluation from the selection panel may be selected to interview for the contract.

Consultants being interviewed will be notified in writing. The weighted selection criteria to be utilized to determine their final award standing/priority will be included in the notification. Gila County will select the persons or firms and the order for the final list through the combined results of both the interview process and the evaluation of statements of qualifications and performance data submitted in response to the SOQ. The Gila County

selection panel will then recommend the rank-ordered shortlist of the best-qualified consultants.

Section F. Special Instructions to Offerors

1. Offeror's Contacts:

- 1.1. All questions regarding this SOQ, including technical specifications, Scope of Work, proposal process, etc., must be directed to Gila County Procurement.

2. Proposal Preparation:

- 2.1. An authorized representative of the Offeror will sign proposals. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the proposal.
- 2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the SOQ. Emphasis should be on the completeness and clarity of content. Gila County will not provide any reimbursement for the cost of developing, demonstrating or presenting proposals in response to this SOQ.

3. Proposal Delivery and Opening:

- 3.1. The name of each Offeror will be publicly available. All information contained in the proposals will be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of evaluation and negotiation. Proposals will not be subject to public inspection until after contract award.
- 3.2. Proposal Acceptance Period: The proposal will be binding upon the Offeror for a period of seventy five (75) calendar days following the proposal due date.
- 3.3. All material submitted in accordance with this solicitation becomes the property of Gila County and will become a matter of public record subsequent to award of a contract.

4. Proposal Format:

The material should be in sequence and related to the SOQ. Gila County will not provide any reimbursement for the cost of developing or presenting proposals in response to this SOQ. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

Please keep in mind that the following points are assigned based on your organization's response for section 4.1-4.3:

- Experience of the Engineering Firm (Maximum 40 Points)
- Qualifications of the proposed Engineering Team (Maximum 25 Points)
- Project Experience (Maximum 25 Points)
- Overall Quality of Proposal (Maximum 10 Points)

4.1. Experience/Expertise/Reliability:

The proposal should contain the following:

Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this SOQ. Specifically, the offeror should provide the following information:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

Provide a listing of projects completed in the past 3 years that supports the consistent quality of your trade and demonstrates the type of projects completed.

4.2. Firm's Demonstrated Expertise:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

- 4.2.1. The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in a Gila County project. Identify who will be the primary contact for Gila County for providing project cost estimates and project management.
- 4.2.2. The Offeror should provide a resume and any additional data demonstrating construction and public works contracting expertise related to previous work assignments which are relevant to this SOQ for each of the key personnel to be assigned to a project. Include project managers, superintendents and tradesmen and other critical staff members. Identify if any of these key personnel have worked for Gila County under another contract with your firm or under another contract with other companies. Also identify the result of such a contract.
- 4.2.3. The proposal may include any additional information that reflects on the offeror's expertise level in the field of general contracting.

4.3. Method of Approach:

- 4.3.1. The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein.
- 4.3.2. The Offeror may utilize a written narrative or any other printed technique to demonstrate his ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

5. Cost Proposal:

Price is not to be included in this statement of qualifications process. Gila County will enter into negotiations with the top ranked firms and execute contracts upon completion of negotiation of fees and contract terms. If Gila County is unsuccessful in negotiating a contract with the top ranked firms in the final list, Gila County may then negotiate with the next firm(s) in successive order until the contracts are executed, or Gila County may decide to terminate the selection process.

6. Interviews:

The offers selected by the evaluation committee based on the Statement of Qualifications provided may be requested to participate in an interview by the evaluation committee. Those offers invited to participate in interviews, which will be no more than four (4), will receive a written notification. Interviews will center on the offer's ability to provide the required services, answer questions in a relevant and informative manner and the committee's overall impression of the interview. Interviews will be scored in accordance with these expectations and the resulting scores will be added to the Statement of Qualification scores for a total ranking of offers.

7. Selection Process:

The highest ranking four (4) qualified offers based on the combined Statement of Qualification and Interview scores will comprise the final list of qualified offers.

8. Discussion:

In accordance with A.R.S. §41-2581, after the initial receipt of proposals, discussions and interviews may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

9. Negotiations:

In accordance with A.R.S. §41-2581, negotiations may occur with offerors on the final list.

Section G. Cancellation of County Contracts

This contract is subject to the cancellation for conflict of interest of provisions of **A.R.S. §38-511**.

Further, the Contractor must certify there is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

The Contractor must furnish names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The Contractor must certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The Contractor agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Section H. Israel Boycott Certification

Contractor must certify that they are not currently engaged in and will not, for the duration of agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of agreement.

Section I. Immigration Law Compliance Warranty

As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Section J. Insurance Indemnification Clause:

The Consultant hereby agrees to defend, indemnify and hold harmless the County, any of its departments, agencies, officers, or employees (hereinafter referred to as "Indemnitee") from and against any and all damages, actions, losses, claims or liabilities and expenses (including reasonable attorney's fees, court costs, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Engineering Firm or any of its owners, officers, directors, agents, employees or sub-consultants. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

INSURANCE REQUIREMENTS:

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

The insurance requirements have been modified due to the status of Small Business as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls her own work products.
- The size of a single project does not exceed \$2,000,000 with an annual aggregate amount not to exceed \$2,000,000.

Should a project exceed \$2,000,000, additional insurance requirements shall be required and a new contract shall be signed.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. **Consultant's sub-consultants** shall be subject to the same minimum requirements identified above.

2. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst** bhurst@gilacountyaz.us and shall be sent by certified mail, return receipt requested to Gila County Procurement 1400 E. Ash Street, Globe, AZ 85501.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Betty Hurst** bhurst@gilacountyaz.us or **1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUB-CONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the County before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Section K. Response Certification

(DATE)

The undersigned certifies that to the best of his or her knowledge: (check one)

- There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) **IS** or **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Statement of Qualifications No. Space Needs Assessment and Conceptual Plan Engineering Analysis, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

Signature of Principal

Print

Firm Name

Title

Mailing Address

Phone Number

Signatures Required of Gila County

Board of Supervisors

Tim R. Humphrey
Chairman of the Board

Date

Attest:

Marian Sheppard
Clerk of the Board

Approved as to Form:

The Gila County Attorney's Office