

**COCONINO COUNTY  
NOTICE OF REQUEST FOR QUALIFICATIONS**

**NOTICE IS HEREBY GIVEN** that Statements of Qualifications (SOQs) will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

**UNTIL:** **April 19<sup>th</sup>, 2017 @ 2:00PM** for

**RFQ:** **2017-102**

**ITEM:** **Engineering Services for Burriss Lane Road Improvements**

Request for Qualification (RFQ) packets are available upon request. For any questions, contact the Coconino County Purchasing Department, 219 E. Cherry Ave, Flagstaff, Arizona 86001. Telephone: (928) 679-7190 or visit the County web-site at <http://www.coconino.az.gov/purchasing>.

Request for Statements of Qualifications shall be received and the submitting firms announced in the meeting room of the Board of Directors, 219 E. Cherry Ave, Flagstaff, Arizona. This is a one-step qualifications based selection process as authorized by ARS §34-601 through §34-612. An evaluation committee shall select, in order of preference and based on the criteria established, a list of firms deemed to be qualified to provide the services required. The selection of the short list must be based on demonstrated competence and qualifications only. Fees, price man-hours or any other cost information may not be considered in the selection of the short list. After a short list is selected, interviews of the top selected firms will be conducted and then negotiations may commence for a contract with one firm for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the County determines to be fair and reasonable. In making this determination, the County shall take into account the estimated value, the scope, complexity and nature of the required services.

A pre-proposal meeting will be held on Tuesday, March 28<sup>th</sup>, 2017 at 10:00AM at the County Public Works Department, 5600 E. Commerce Ave, Flagstaff, AZ 86004. This meeting is mandatory, with the ability to attend by conference call at 928-679-8366.

---

Wendy Escoffier, Clerk  
Board of Supervisors  
Coconino County, Arizona

## **INSTRUCTIONS TO PROPOSERS**

1. SIX (6) COPIES AND ONE (1) ORIGINAL OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS SHALL BE SUBMITTED. In submitting SOQs, please reference the serial RFQ number for the purpose of identification on the outside of the envelope submitted. The person authorized to sign shall submit SOQs with original ink signatures.
2. SOQs shall be delivered to the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue, 2nd Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening in the published notice. SOQs shall be enclosed in a sealed envelope bearing the title and number of the serial RFQ and the name of the entity submitting the SOQ. It is the sole responsibility of the entity submitting the SOQ to see that his/her SOQ is received at the proper time. SOQs “faxed” to the County shall not be accepted.
3. The authorized person signing the SOQ shall initial erasures, interlineations or other modifications in the SOQ in original ink.
4. SOQs will be received in the meeting room of the Board of Supervisors at the time indicated in the Request for Qualifications.
5. SOQs received after the scheduled closing time for receipt of SOQs will be returned unopened, to the proposer(s).
6. All SOQs may be rejected if the Board determines that rejection is in the public interest.
7. The County reserves the right to waive any informality in accepting and evaluating SOQs.
8. If a person contemplating a SOQ for a proposed contract is in doubt as to the true meaning of any part of the RFQ documents, or finds discrepancies in or omissions from said documents, then he/she shall submit to the Coconino County Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
9. It is the responsibility of all proposers to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after due date and time.
10. Questions received less than four days [consistent with section 1.5] before the SOQ opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all that are known to have received a set of RFQ documents. Coconino County is not responsible for any other explanations or interpretations of the documents.
11. Any addenda will be mailed or delivered to all who are known by the County to have received a set of RFQ documents, and to offices where RFQ documents have been filed for

review purposes. Each proposer may ascertain prior to submitting his/her SOQ that he/she is in receipt of all addenda issued by telephoning the Purchasing Office at (928) 679-7191.

12. Proposers shall acknowledge all addenda in accordance with the instructions in the RFQ.
13. Pursuant to A.R.S. §32-1102, contractors, architects and engineers for the County shall be licensed by the state of Arizona.
14. Failure on the part of the proposer to comply with all of these instructions may result in rejection by the Board of Supervisors.
15. SOQs will be evaluated based on qualifications and demonstrated experience and other factors listed in the evaluation criteria
16. All proposers shall complete the attached Disclosure of Responsibility Statement and Non-Collusion Affidavit. Failure to do so may result in rejection of that SOQ.
17. Any proposer objecting to the recommendation of award, rejection of an SOQ, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within three business days from notification of the recommendation.
18. Coconino County, City of Flagstaff, Flagstaff Unified School County, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE), which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and contract prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
19. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
20. All known sub-contractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the

Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.

21. The proposer's services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
22. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors has adopted and approved this policy. The policy can be viewed on the County web site at <http://coconino.az.gov/purchasing/>.
23. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within five business days from notification of the recommendation. Complete dispute instructions and process can be found in Section 5.19 of the Coconino County Purchasing Policy located on the County's web site at <http://coconino.az.gov/purchasing/>.

**STATEMENT REGARDING RESPONSIBILITY AND  
COMPLIANCE WITH IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)
- 

3. List any convictions or civil judgments under state or federal antitrust statutes.
- 

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
- 

5. List any prior suspensions or debarments by any governmental agency.
- 

6. List any contracts not completed on time.
- 

7. List any penalties imposed for time delays and/or quality of materials and workmanship.
- 

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
-

9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017

by \_\_\_\_\_ representing him/herself to be \_\_\_ of the  
company named herein.

\_\_\_\_\_  
Notary public

My Commission expires:  
\_\_\_\_\_



## TABLE OF CONTENTS

<b>A.</b>	<b>Notice of Request for Qualifications (RFQ)</b> .....	1
<b>B.</b>	<b>Instructions to Proposers</b> .....	2-4
<b>C.</b>	<b>Disclosure of Responsibility Statement</b> .....	5-6
<b>D.</b>	<b>Affidavit of Non Collusion</b> .....	7
<b>E.</b>	<b>Table of Contents</b> .....	8-9
<b>1. General Information &amp; Requirements</b>		
1.1	General Information.....	10
1.2	Timetable .....	10
1.3	Public Information .....	10
1.4	Pre-Proposal Meeting.....	10
1.5	Contract .....	10
1.6	Questions.....	11
1.7	Clarifications and Interpretations.....	11
1.8	Submission of SOQs .....	11
1.9	Point-of-Contact.....	11-12
1.10	Evaluation and Selection.....	12
1.11	Acceptance of Evaluation Methodology.....	12
1.12	No Reimbursement for Costs.....	12
1.13	Waiver of Claims .....	12
1.14	Eligible Respondents .....	12
<b>2.0 Scope of Work</b> .....		13
2.1	Objectives.....	13
2.2	Scope.....	13-14
2.3	Major Deliverables.....	14-15

2.4	Estimated Project Cost.....	15
2.5	Program Guidance.....	15
2.6	Key Issues.....	16
<b>3.0 Submittal Requirements for Statement of Qualifications</b>		
3.1	Introductory Letter.....	16
3.2	Respondent’s Understanding of Project Scope.....	16
3.3	Qualifications and Experience of the Project Team and Firm .....	17
3.4	List of and Discussion of Team Projects .....	17
3.5	Experience With Anticipated Construction Conditions .....	18
3.6	Past Performance Survey Evaluation .....	18
4.0	<b>Evaluation of RFQs .....</b>	<b>19</b>
5.0	<b>Format for Statement of Qualifications .....</b>	<b>19-20</b>
	<b>Independent Contractor Information .....</b>	<b>21</b>
	<b>Past Performance Survey .....</b>	<b>22</b>
	<b>Sample Contract.....</b>	<b>23-30</b>

**Request for Qualifications  
2017-102  
Engineering Services for Burriss Lane Road Improvements**

**1.0 General Information**

1.1 Coconino County is accepting statements of qualifications (SOQs) from professionals registered in the State of Arizona (hereinafter “Proposer”) interested in providing professional engineering services for Burriss Lane road improvements.

1.2 Timetable:

Publish Notice of RFQ in Newspaper	March 14, 2017
Pre-RFQ Meeting	March 28, 2017
Open RFQs	April 19, 2017
Short List Published	May 3, 2017
Contracts sent to successful firm for signing	May 15, 2017
Submit for Board of Supervisors’ approval	May 29, 2017
Board of Supervisors’ approval	June 20, 2017
Engineering NTP	June 21, 2017
Engineering DCR 20% drawings	August 20, 2017
NTP CMAR	September 1, 2017
Engineering 60%	November 1, 2017
Engineering 90%	January 2, 2018
Engineering 100% and GMP	February 1, 2018

1.3 **Public Information:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure upon award and execution of a contract with the highest ranked firms. Until that time, pursuant to A.R.S. §34-603(G), only the names of the firms on the short list may be disclosed.

1.4 **Pre-proposal Meeting:** A pre-proposal meeting will be held on Tuesday, March 28<sup>th</sup>, 2017 at 10:00 AM at the Public Works building located at 5600 E. Commerce Ave, Flagstaff, AZ 86004. The purpose of this meeting will be to clarify the contents of this RFQ and provide an opportunity for questions regarding the RFQ or the project. The pre-proposal meeting is mandatory and can be attended by conference call at 928-679-8366.

1.5 **Contract:** The contract resulting from this solicitation will be in the form of the County’s Standard Independent Contractor Agreement that the successful firm will enter into with Coconino County, a copy of which is attached to this RFQ (See “Sample Contract” on page 23).

By submission of a proposal, each firm will be certifying to the County that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, County

reserves the right to reject any proposal that takes exceptions or proposes alternate language unacceptable to the County.

- 1.6 Questions: Questions outside of the pre-proposal meeting must be in writing to [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov). While the County will make every effort to respond to all questions, those received less than four business days in advance of the submittal due date may not be answered.
- 1.7 Clarifications and Interpretations: Any clarifications or interpretations of this RFQ that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site: [http://www.coconino.az.gov/purchasing/bids\\_and\\_rfps](http://www.coconino.az.gov/purchasing/bids_and_rfps). Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify Proposers by email of the posting of addenda; however, it cannot guarantee that every potential Proposer will be notified each time. **Therefore, it is the responsibility of all Proposers to check the website periodically for addenda and to obtain this information in a timely manner.**
- 1.8 Submission of Statements of Qualifications (SOQs):
  - 1.8.1 Deadline and Location: SOQs must be received and stamped by the County no later than 2:00 PM local time on Wednesday, April 19<sup>th</sup>, 2017 at 219 E. Cherry Ave., 2<sup>nd</sup> Floor, Flagstaff, AZ 86001. Late submittals will be returned unopened, without exception.
  - 1.8.2 Submission Package: Proposers shall submit one (1) original and six (6) identical copies of their SOQs in the format described in the Required Submittal Information and Evaluation Criteria Section, in a clearly marked sealed envelope or box addressed to the Clerk of the Board of Supervisors; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the Proposer. The "Introductory Letter" submitted with the original copy must bear an original signature in ink.
  - 1.8.3 Properly submitted SOQs will not be returned to Proposers.
- 1.9 Point-of-Contact: The County designates the following person, as its representative and Point-of-Contact for this RFQ. Proposers shall restrict all contact with the County and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person:

**Scott Richardson, CPPO**  
**Purchasing Manager**  
**Coconino County Finance Department**  
**928-679-7191**  
**e-mail: [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov)**

After the award is made, the Point-of-Contact person for Public Works will be:

**J.D. Brice**  
**Interim Engineering Division Manager**  
**Coconino County Public Works Department**  
**928-679-8348**  
**e-mail: [jbrice@coconino.az.gov](mailto:jbrice@coconino.az.gov)**

1.10 Evaluation and Selection:

1.10.1 The evaluation of the SOQs shall be based on the criteria described in this RFQ. All properly submitted SOQs will be reviewed, evaluated, and ranked by the selection committee. SOQs shall not include any information regarding Proposer's fees, pricing, labor hours or other cost information.

1.10.2 The County intends to negotiate fees for these services with the highest-ranked firm. If an agreement cannot be reached with the highest-ranked firm, then the County intends to enter into negotiation with the next lower-ranked firm, or firms, or reject all proposals. The selection of the firm shall be at the discretion of Coconino County and the County reserves the right to reject any or all qualification statements. Upon completion of negotiations, a contract will be prepared for the selected firm and approved by the Board of Supervisors.

1.11 Acceptance of Evaluation Methodology: By submission of an SOQ in response to this RFQ, Proposer accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm will require subjective judgments by the County.

1.12 No Reimbursement for Costs: Proposer acknowledges and accepts that any costs incurred from their participation in this RFQ process shall be at the sole risk and responsibility of the Proposer.

1.13 Waiver of Claims: Each Proposer, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.

1.14 Eligible Proposers: Only individual firms or lawfully formed business organizations duly registered in the State of Arizona with the State Board of Technical Registration may apply (This does not preclude a Proposer from using sub-contractors. The County reserves the right to approve all sub-contractors). The County will contract only with the firm or formal organization that submits an SOQ.

## 2.0 Scope of Work

Coconino County Public Works Engineering Division (Division) is seeking professional services related to the development and preparation of construction documents for Burris Lane Road Improvements from US89 to Pine Country Lane. Please reference the Division project number in all correspondence: 4101-PP11-16-01.

The purpose of this Capital Improvement Project is to complete a pavement rehabilitation consisting of cold in place recycle base with hot mix asphalt overlay. An alternate section will be included based on traditional road rehabilitation methods. The project also includes roadside drainage improvements and mailbox clusters. The success of this project will be measured by project quality, schedule, and budget.

Funding for this project will be from general capital funds and is slated for construction in CIP FY2018. The selected firm will provide Plans, Specification and Estimates (PS&E), assist in bidding, letting, post-design services and construction administration. This initial contract, at the County's discretion, may be amended or expanded to include other required services to complete the project.

### 2.1 Objectives: The objectives of the project are:

- 2.1.1 Provide 20 year pavement.
- 2.1.2 Include multi-modal shoulders.
- 2.1.3 Include cold in place recycling technology for base bid pavement design.
- 2.1.4 Include drainage study, report and improve roadside drainage.

### 2.2 Scope: The scope of the project includes the activities listed below.

- 2.2.1 Utility relocation coordination, drawings and detailed plans.
- 2.2.2 Utility pothole and as-built included in design.
- 2.2.3 Legal descriptions may be needed for temporary construction easements or right-of-way
- 2.2.4 Create plan set for proposed improvements
  - 2.2.4.1 Provide 4' wide paved shoulder both side of the corridor.
  - 2.2.4.2 Install thickened pavement safety edge.
  - 2.2.4.3 Pave driveways intersecting roadway through radius returns, as bid alternate.
  - 2.2.4.4 Verify driveway culverts to be replaced or installed prior to paving driveways, as bid alternate.
  - 2.2.4.5 Design drainage improvements along length of Burris lane.
  - 2.2.4.6 Evaluate USFS outfall and design drainage improvements as needed.

- 2.2.4.7 Determine grading limits, if needed, in order to re-grade granular shoulders.
- 2.2.4.8 Provide emergency services turn around at Burris and Pine Country Lane.
- 2.2.5 Construction Manager at Risk (CMAR) Coordination: The selected firm will be working with a CMAR beginning at the 20% design phase and through-out the project life-cycle. Please include an appropriate amount of staff hours to work with the CMAR on value engineering concepts, cost model assumption/exclusions as well as partner during both the design and construction phases.
- 2.2.6 Post-design construction services:
  - 2.2.6.1 Respond to Requests for Information (RFIs).
  - 2.2.6.2 Review Construction Submittals.
  - 2.2.6.3 Attend weekly construction meetings and keep record set of meeting agenda and minutes.
  - 2.2.6.4 Attend bi-monthly site inspections.
- 2.2.7 Provide topographic survey validation.
- 2.2.8 Record drawings – post-construction set of revised CAD drawings.
- 2.2.9 Meetings & Coordination – The Consultant shall attend County and public meetings under this task item. This includes table top review of submittals. Meetings shall be provided on the T&M, NTE basis. Any exhibits requested for public involvement period, meetings or presentations shall be provided under this task.
- 2.2.10 The scope of the project does not include:
  - 2.2.10.1 Acquisition of right-of-way.
- 2.2.11 The following areas of scope shall be determined in the PS&E:
  - 2.2.11.1 Grading of shoulder material to top of edge to lessen drop off along edge of pavement.
  - 2.2.11.2 Installation of paved driveway return.
- 2.3 **Major Deliverables:** The major deliverables from this project are:
  - 2.3.1 Software based detailed design schedule.
  - 2.3.2 Weekly meeting project update, briefly identifying the following:
    - 2.3.2.1 Work accomplished this week.
    - 2.3.2.2 Work planned for next week.
    - 2.3.2.3 Scope changes.
    - 2.3.2.4 Budget status.

- 2.3.2.5 Schedule status.
    - 2.3.2.6 Input/data needed from the County or other stakeholders.
  - 2.3.3 60%, 90%, 100% Construction Document Submittals per Coconino County checklists:
    - 2.3.3.1 Paving and striping plans.
    - 2.3.3.2 Horizontal Control Plan.
    - 2.3.3.3 SWPPP (in areas where grading and drainage improvements occur).
    - 2.3.3.4 Specifications and special provisions.
  - 2.3.4 Burris Lane Drainage Report – 1-2 page write up:
    - 2.3.4.1 Short project/basin narrative and summary.
    - 2.3.4.2 Sketch of basin delineation.
    - 2.3.4.3 Review Estimate flows from a 25-year storm event, and compare the flow rate to capacity of proposed infrastructure.
    - 2.3.4.4 Include hydraulic capacity of existing and proposed ditch sections and culverts – provide Bentley Culvert master® (or similar software) print outs.
  - 2.3.5 Engineer’s Opinion of Probable Cost – at milestones for 60%, 90%, and 100%.
- 2.4 **Estimated Project Cost:** The estimated conceptual total cost for the project is \$2,800,000.00.
- 2.5 **Program Guidance:**
  - 2.5.1 The Engineering Division Project Team will include:
    - Engineering Division Manager: John D. Brice, II
    - Project Manager: James Guidotti
  - 2.5.2 Other Guidance: Stakeholders include:
    - 2.5.2.1 Traveling public
    - 2.5.2.2 Residents along roadway
    - 2.5.2.3 Other County Departments
    - 2.5.2.4 Board of Supervisors

2.6 **Key Issues:** Items for consideration include the following:

- 2.6.1 Cold in-place as base with hot mix asphalt as overlay.
- 2.6.2 Review of existing drainage and recommendations for improved drainage, coordinated with multimodal shoulder.
- 2.6.3 Installation of a pavement safety edge and paved shoulders may create a need to perform additional grading.
- 2.6.4 Grading along the roadside to provide granular shoulder build-up may impact driveways.
- 2.6.5 Paving of driveway return is a bid alternate.

### **3.0 Submittal Requirements for Statement of Qualifications**

Proposers shall carefully read the information contained in the following criteria and submit a complete SOQ to all questions in Section 3 formatted as directed in Section 5. Incomplete SOQs will be considered non-responsive and may be subject to rejection.

3.1 Introductory Letter: Proposer's Statement of Interest and Availability to provide the Services (1-2 pages, not included in total page count).

The introductory letter should not exceed two (2) pages. The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to the Point of Contact referencing the RFQ. The letter shall be signed, in original ink signature, by an authorized officer of the firm and should contain the following:

- 3.1.1 A statement of interest for the Project including a summary of key points describing the Proposer's unique qualifications as they pertain to this particular solicitation;
- 3.1.2 The availability and commitment of the Proposer.
- 3.1.3 The Proposer's city and state of its corporate headquarters; and
- 3.1.4 A statement regarding acknowledgement of all issued addenda, if any.
- 3.1.5 A statement of agreement or exception to any terms and conditions contained in the Sample Contract. Exceptions will be considered when determining award.

3.2 Proposer's Understanding of Project Scope and Method of Approach

- 3.2.1 Firm shall demonstrate clearly and accurately the capability, knowledge and ability to meet the technical requirements.

### 3.3 Qualifications and Experience of the Project Team and Firm

- 3.3.1 Provide resumes of the team that will be directly involved in the County projects, including their experience with similar projects in geographic and climatic areas similar to northern Arizona. Please note Professional Registration Numbers and/or Contractor Licenses held by the Key Personnel or the firm.
- 3.3.2 Describe the proposed project assignments and lines of authority and communication for each team member, including subcontractors, to be directly involved in County projects. Any other information the Proposer believes relevant to this section that indicates the Project Team's unique qualifications and experience. Changes in personnel will require notification and approval by the County.
- 3.3.3 Describe firm's history, including the name(s) of the firm, address(es) of the corporate headquarters and local office(s), and number of years in business.
- 3.3.4 Identify any completed projects, of any type, for which your firm has received an award for construction excellence from an industry organization.
- 3.3.5 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Provide any details of past, pending, or current litigation within the last five years for claims filed against or by your firm arising from a construction project. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. Briefly describe the circumstances and the outcomes. Provide contact information for the other party.

### 3.4 List and Discussion of Team Projects

- 3.4.1 Identify at least three projects comparable to ones applicable to the County along with the following details:
- Description of the project.
  - Role of the firm.
  - Original contracted design cost and final design cost.
  - Original contracted construction cost and final construction cost.
  - Design and construction dates.
  - Project owner and contact information for reference purposes.
  - Value engineering provided.

- 3.4.2 Describe the firm's quality control processes for all aspects of a project.
- 3.4.3 Describe your firm's contribution to value engineering and how it will improve the project's quality, reduce the cost (without reducing the quality) and/or improve the timeline.
- 3.4.4 Problem Identification and Resolution. Describe how conflicts with the Owner, Consultants, Engineer, or subcontractors would be resolved.

### 3.5 Experience with Anticipated Construction Conditions

- 3.5.1 Describe your firm's experience dealing with typically anticipated construction conditions including seasonal considerations, local scheduling considerations, impacts to the public and a shortened construction season. The team hired by the County must be familiar with local community needs, standards, historical challenges, four season weather challenges, local codes and site conditions. Additionally, the team must be accessible to County staff and citizens (e.g. public hearings, neighborhood meetings and other citizen outreach identified in the RFQ) during the contracting design and construction phase.
- 3.5.2 Resolution of issues may be part of the project work. Describe your response protocol and how the firm's Project Manager (or responsible person in charge) will be accessible to County staff and citizens.
- 3.5.3 Explain why your firm is particularly qualified to perform your services in Coconino County. Demonstrate the Project Manager's (or responsible person in charge) knowledge of local geology, climate practices, materials, and codes by specifying in the submittal their experience working in the Northern Arizona region or in a region with geology, climate and conditions similar to those of the Coconino County.
- 3.5.4 Briefly describe two of your most recent projects that were performed for similar services that you have identified as being interested in providing for the County.
- 3.5.5 During construction, what is the response time by a qualified person (decision making authority) to meet in person and resolve concerns and to accommodate unforeseen issues?

### 3.6 Past Performance Survey Evaluations

The Proposer shall have a minimum of three and maximum of five past performance evaluations provided by their current or most recent clients. The surveys shall provide past performance information about similar types of projects. The attached Past Performance Evaluation shall be faxed by the client to the County Purchasing Office at 928.679.7195, or scanned and e-mailed to Scott

Richardson, [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov). no later than the due date of Wednesday, April 19<sup>th</sup>, 2017 at 2:00 pm.

#### 4.0 Evaluation of Requests for Qualifications (RFQs)

4.1 The RFQs will be evaluated according to the following criteria:

Section	Criteria	Maximum Points
3.3 & 3.4	Qualifications and experience of the project team and firm.	50
3.5	Experience with anticipated construction conditions and working with similar seasonal and geographic conditions.	35
3.6	Past Performance Survey Evaluations	15
	Total Points.	100

4.2 Proposers shall not submit fee schedules with the SOQ submittal. This will be discussed as noted in Section 4.4 below.

4.3 The ranking process will result in a list of several professional firms, as scored by the selection committee. All parties will be notified of the results.

4.4 Interviews will be required of the short-listed professional firms. The successful firm will be invited to negotiate a contract for approval by the County Board of Supervisors. If the County is unable to negotiate a satisfactory contract with the successful firm, with terms and conditions the County determines to be fair and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the next most qualified firm in sequence, until agreements are reached or a determination is made to reject all SOQs.

#### 5.0 Format for Statement of Qualifications

5.1 SOQs shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.

- 5.2 SOQs shall be a **MAXIMUM OF TWENTY (20) PRINTED PAGES**, single sided. Front and back cover pages, table of contents, section dividers, signed introductory letter, and resumes do not count as printed pages. The County reserves the right to accept or reject proposals that deviate from the preferred page count. Individual resumes should not be more than two (2) pages in length.
- 5.3 All pages shall be printed single-sided. For typewritten pages, the minimum font size is 12 point, and black ink is preferred.
- 5.4 Proposers shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQs will be considered non-responsive and subject to rejection.
- 5.5 SOQs and any other information submitted by Proposers in response to this RFQ shall become the property of the County.
- 5.6 SOQs that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 5.7 The County reserves the right to accept or reject any or all SOQs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in County's best interest.
- 5.8 SOQs shall consist of answers to questions identified in the RFQ. It is not necessary to repeat the question in the SOQ; however, it is essential to reference the question number with the corresponding answer.
- 5.9 SOQs shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral type bindings. **DO NOT USE METAL-RING HARD COVER BINDERS.** Larger sheets may be used if they are folded to not larger than 8-1/2 x 11 inches.
- 5.10 Additional attachments or material not requested shall **NOT** be included with the SOQs. Only the responses provided by the Proposer to the questions identified in this RFQ will be used by the County for evaluation. **DO NOT SUBMIT A COPY OF THE RFQ.**
- 5.11 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.
- 5.12 Submittals shall include a "Table of Contents" and give page numbers for each part of the SOQ.
- 5.13 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

**Independent Contractor Information**

**RFQ 2017-102**

---

Company Name

---

Address

---

City / State / Zip

---

Authorized Signature

---

Printed Name and Title

---

Telephone/Fax

---

Date

---

e-mail Address

---

Federal Tax ID #

**Engineering Services for Burris  
Lane Road Improvements**

RFQ Number: 2017-102

**Purchasing Division  
219 E. Cherry Ave  
Flagstaff, AZ 86001  
928-679-7191  
928-679-7195 fax**

**Past Performance Survey**

To: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Subject: Past Performance Survey of:

\_\_\_\_\_ *(Name of Company Being Surveyed)*

Coconino County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to manage costs (design & construction change orders)	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm/individual again	(1-10)	
5	Firm's ability to increase value (quality of design)	(1-10)	
6	Firm's ability to identify and minimize the users risk	(1-10)	
7	Ability to close project	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Has the project been constructed	Circle	Y / N

\_\_\_\_\_  
Printed Name (of Evaluator)

\_\_\_\_\_  
Signature (of Evaluator)

Thank you for your time and effort in assisting the Coconino County in this important endeavor.

**Please e-mail the completed survey to [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov) or fax to 928-679-7195. All surveys are due no later than 2:00PM, April 19<sup>th</sup>, 2017**

## Exhibit "A"

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017,

BETWEEN

(hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

- A. The County has a need to obtain the services of an Independent Contractor to provide professional engineering services for Burriss Lane road improvements; and
- B. The County has reviewed Statements of Qualifications (SOQs) in order to select the appropriate Independent Contractor to provide the services; and
- C. The Independent Contractor has submitted a successful proposal; and
- D. The County desires to contract with the Independent Contractor to provide the services; and
- E. The Independent Contractor is ready, willing and able to provide to provide the services on the terms and conditions set out herein.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

- A. The Independent Contractor shall provide professional engineering services to the County during the term of the Agreement, related to the development and preparation of construction documents for Burriss Lane road improvements from US89 to Pine Country Lane.
- B. Scope of Work specifics will be inserted.

II. Compensation

The compensation to be paid by the County for the work performed by the Independent Contractor under Section I above, shall be based on the fee proposal in Attachment "A". The payment terms will be net thirty (30) days.

III. Term of Agreement

The effective term of this Agreement is from May 1, 2017 through April 30, 2019.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30<sup>th</sup>) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
- iv. Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000)

aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

- B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

#### VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission,

professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent contractor are to be considered employees of Coconino County. Independent Contractor employees are not eligible for Coconino County group health insurance or other benefits.
- C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.
- D. In performance of services within this contract, the Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Independent Contractor.
- E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to,

delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).
- B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.
- D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. Records

The Independent Contractor will:

- A. Submit all reports and invoices specified in this Agreement.
- B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

XVIII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

(Name of Independent Contractor in CAPS) COCONINO COUNTY

By \_\_\_\_\_  
(Name and title)

By \_\_\_\_\_  
Chair, Board of Supervisors

ACKNOWLEDGED before me  
by (Name) as (title) of and for  
(Independent Contractor) on  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
My Commission Expires