

City of Bisbee

Request for Qualifications for Engineering Services

CDBG Contract #129-17 Tin Town Drainage and Street Improvements

The City of Bisbee is hereby requesting submittals from qualified engineers duly registered in the State of Arizona by the by the Arizona Board of Technical Registration. The City of Bisbee has been awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of improving drainage and streets in the area known as Tin Town. South Eastern Arizona Governments Organization (SEAGO) has been retained by the City to provide grant administration services.

The City is seeking to contract with a competent engineering firm or individual that has experience with municipal and federally funded construction projects to include, but not be limited to, Community Development Block Grants.

Respondents should visit the site during the City's pre-proposal walkthrough on March 21, 2017 at 2 p.m. and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve the Respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City of Bisbee will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract unless included in the Request for Qualification, the specifications or related documents.

I. Project Description

The following is a general description of the project:

Based on recommendations from the City's recent flood and drainage study of the Tin Town neighborhood, located off of Hwy 92 in Bisbee, the Engineer will design and oversee construction of drainage and street improvements. The design is to include a detention basin and street drainage solution improvements and paving of Romero St., Arvayo St. and Escarcega St., to capture the surface flow and redirect it to a future community garden. Other miscellaneous items may be noted in the full scope of work.

II. Scope of Work

The Engineer agrees to provide all of the materials and services required by this Contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the Contract which shall include:

- Provide all professional and basic services necessary to produce all preliminary and final design plans and specifications in accordance with all city, county, state and federal codes and requirements.

- Provide all engineering and/or surveying as required.
- With the assistance of SEAGO, assemble bid package including all ADOH requirements and bid specifications, submit the package for review by SEAGO, the CITY and ADOH and make any necessary revisions to the bid package prior to publication of the notice to bid. Assist in preparation of the notice to bid.
- Produce and provide copies of the bid package and plans for distribution during the bidding process.
- Respond to contractors' questions during the bid period.
- With the assistance of SEAGO, prepare construction contracts and documents for review and approval of the CITY prior to execution.
- Attend pre-bid and pre-construction conference in Bisbee.
- Interpret plans and specifications for contractor.
- Review and make recommendations to the CITY concerning contractor progress payments.
- Review and process contractor change orders and submit to the CITY for approval.
- Provide all necessary interim and final inspections of contractor's work.
- Be available for advice and consultation to the CITY during the life of the contract and during construction.
- Attend final walk through with the CITY.
- Prepare record drawings of construction and submit two (2) full sets to the CITY.
- If required, attend meetings of the City Council.

III. Request for Qualification Requirements

By 2 p.m. on April 3, 2017, submit one (1) original and (1) copy of the following:

1. Cover Letter: One (1) page introduction including the assurance that minimum insurance requirements will be met.
2. Executive Summary: A one (1) or two (2) page summary including:
 - a. qualifications of the individual or firm;
 - b. project manager and his/her experience;
 - c. Project timeline, specifically including when the team can start the project, project progress and a completion date. The timeline of the successful proposer will be incorporated into the negotiated contract.

3. Statement of Qualifications: Describe the competence and experience of the firm or individual including:

- a. Experience in working with federally funded projects.
- b. Contract/construction management experience to include federal contracts.

4. Previous Experience:

One (1) or two (2) pages containing:

a. A list of past clients including local governments and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:

- Name of project and location;
- Owner/client's name and address;
- Contact name and phone number;
- Contract award date and completion date;

5. Response to the Scope of Work: Describe how the tasks under each item listed in "II. Scope of Work" are to be completed.

6. Certifications

a. The certifications included herein are required and must be submitted with your submittal.

b. All certifications must be original signatures by the appropriate officer of the firm or in the event of a sole proprietor or partnership, by the proprietor or general partner.

Sealed Requests for Qualifications will be received in the office of the City Clerk, Bisbee City Hall, 118 Arizona Street, Bisbee, AZ 85603 until 2:00 p.m. on April 3, 2017, at which time all submittals received will be opened and the names read aloud. Failure of the respondent to complete all of the bid documents may result in rejection of the submittal. All submittals should be identified as "Sealed Qualifications- Tin Town".

IV. Federal Fund Usage

Respondents are hereby notified that federal funds are being used to assist in the construction of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. SEAGO will monitor for compliance with these regulations and Acts. The engineer and all

sub-contractors shall comply with any state or local EEO requirements where and if applicable, to this project.

Correspondence, questions, and/or clarifications of the proposal procedure should be directed to: Andy Haratyk, Public Works Director, City of Bisbee, 118 Arizona Street, Bisbee, AZ 85603; phone number: (520) 432-6002; fax: (520) 432-6069; e-mail: aharatyk@cityofbisbee.com.

V. Selection Process

1. Following RFQ opening at the time and location specified in the advertisement, the original copy of the submittal shall be retained by the City Clerk.
2. The submittals will be transmitted to the Selection Committee following review by the City Clerk.
3. The Selection Committee may invite two (2) or more respondents to attend an interview. Respondents will be contacted to schedule a time and location for the interview.
4. The Selection Committee will evaluate and rank firms accordingly.
5. Final rankings will be forwarded to the City Council for consideration.
6. The firm selected will be asked to negotiate a final scope of work and price and to develop a contract. Should negotiations fail to result in the development of a contract a notice ending negotiations will be issued and the next highest ranking firm will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.
7. The cost incurred by respondents in preparing the RFQ or incurred in any manner in responding to the document, may not be charged to the City of Bisbee.
8. The Selection Committee will be appointed by the Public Works Director.
9. All respondents will be notified of the results within thirty (30) days after the close of the RFQ period.

VI. Protest Procedure

Protests shall be submitted in writing to: City Clerk, Bisbee City Hall, 118 Arizona Street, Bisbee, AZ 85603; phone number: (520) 432-6012 within seventy-two (72) hours of notification award. Protests must contain at a minimum, the name, address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH or others, the City will respond to the protest. The City of Bisbee reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest.

CITY OF BISBEE

Request for Qualification for Engineering Services

CDBG Contract #129-17

Tin Town Drainage and Street Improvements

ENGINEER EVALUATION CRITERIA

The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 105 points. Submittals will be evaluated and the most qualified competitor will be selected, subject to negotiations of fair and reasonable compensation.

	Total Points
1. Qualifications of the individual or firm.	15
2. Applicant's previous experience with federally funded projects	15
3. Demonstrated ability to meet project deadlines. Proposed work schedule and time frame for delivery of service.	15
4. Demonstrated ability of key personnel and construction management experience.	10
5. Similar projects completed within the past three (3) years.	20
6. References of past clients.	20
7. Financial responsibility and stability.	10

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

- a. Recruitment, advertising and job application procedures;
- b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- c. Rates of pay or any other form of compensation and changes in compensation;
- d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
- e. Leaves of absence, sick leave or any other leave;
- f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the Recipient or Consultants.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the Recipient or Consultants that develops at any time during this contract will be immediately disclosed to the Recipient and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal. These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

REFERENCE CHECK

CITY OF BISBEE RFQ ENGINEERING SERVICES for TIN TOWN

CDBG Contract #129-17

Engineering Firm: _____

SAMPLE text for checking references: I am Glenda Goodwich with Toto Consulting. I am working with the City of Bisbee to review submittals received from engineering firms for services regarding drainage and street improvements. Your firm (You) were listed as a reference for "name of firm". I understand they worked with you on the "name of project". If you have a moment, I would like to ask you some questions. Please answer each with satisfactory, unsatisfactory or no rating. After answering the questions, I will ask you if you would like to make any comments.

1. How would you rate the overall performance of "name of firm"? *Satisfactory/ Unsatisfactory /No Rating*

2. Was the project federally funded and if so, how would you rate the firms compliance with federal regulations? *Satisfactory/ Unsatisfactory /No Rating*

3. Did they meet project deadlines? *Satisfactory/ Unsatisfactory /No Rating*

4. How would you rate the demonstrated ability of key personnel? *Satisfactory/ Unsatisfactory /No Rating*

Do you have any comments?

Reference # _____:

Company: _____

Contact Name: _____

Phone Number: _____

Project Name: _____

Completed By: _____

Date: _____

INDIVIDUAL SCORE SHEET

CITY OF BISBEE

RFQ ENGINEERING SERVICES

CDBG Contract #129-17

RFQ #: _____ Engineering Firm: _____

- | | |
|--|--------------|
| 1. Qualifications of the individual or firm. (Maximum 15 points) | SCORE: _____ |
| 2. Applicant's previous experience with federally funded projects (Maximum 15 points) | SCORE: _____ |
| 3. Demonstrated ability to meet project deadlines; proposed work schedule; time frame for delivery of service. (Maximum 15 points) | SCORE: _____ |
| 4. Demonstrated ability of key personnel, and experience in contract/ construction management. (Maximum 10 points) | SCORE: _____ |
| 5. Similar projects completed within past three (3) years. (Maximum 20 points) | SCORE: _____ |
| 6. References of past clients. (Maximum 20 points) | SCORE: _____ |
| 7. Financial responsibility and stability. (Maximum 10 points) | SCORE: _____ |

TOTAL SCORE: _____

Reviewer: _____

Printed Name

Signature

Date