



YUMA COUNTY JAIL DISTRICT REQUEST FOR QUALIFICATIONS

**The Yuma County Jail District Board of Directors requests a Statement of
Qualifications from Design/Build teams**

For

DESIGN/BUILD SERVICES

**Adult Detention
Center
Security System
Up-grades**

Project # 23-200-05

**Responses will be received at the
Yuma County Administration
198 S. Main Street, Yuma, Arizona 85364**

Refer to Attachments A and B for all scheduled activities

For inquiries regarding this Request for Qualifications (RFQ) contact the
Yuma County Sheriff's Office
(928) 343.2040

This is a Notice of a procurement process that may result in an award; however, it
is not intended as and should not be construed as an offer to contract.

**SHERIFF
Leon Wilmot**

"Dedicated to Service"

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1. SCOPE OF SERVICES

The Yuma County Jail District Board of Directors (the “District”) invites interested Design/Build Team (the “Team”) to submit a written Statement of Qualifications (SOQ) for performing Design/Build services for replacement of the Security Electronics System as indicated in the Security Design Consulting #SDC-2023008 drawings. The project is located at the Adult Detention Center, 200 W Court Street, Yuma, Arizona 85364.

The project will update control rooms and replace the Security Electronics Systems including, but not limited to: door access control, video surveillance / recording, intercom / paging system, card access and duress alarm systems.

The successful Team will be selected through a qualifications-based selection process. Once selected the County will work with the Team to negotiate a fee for design/pre-construction services and thereafter work collectively to develop a GMP or multiple GMP’s for construction. Do not include any design concepts, fees, or pricing related to this project with SOQ submittals. Design concepts, fees, or pricing related to this project will be required during negotiations with the highest ranked Final List Team.

The contractor and their team performing work must hold a License issued by the State of Arizona Registrar of Contractors as required to perform the work described in these documents.

A description of the Team’s required services for the project, including compensation and payment, are detailed in the Sample Contract.

To be eligible for consideration, a Team must submit a SOQ demonstrating appropriate competence, qualifications, and design and construction experience with similar or relevant projects.

The selected firm MUST set aside 15% for a contingency which can only be used with prior approval by the Sheriff’s Office Project Manager in writing. Any contingency funds not used shall be returned to the customer.

A. Preliminary Project Description:

SCOPE OF SERVICES TO BE PROVIDED TO THE TEAM

1. General Provisions:

The District plans to utilize the services of a Design/Build Team for the following services:

- a. Starting with a Design Phase, partner with the District and the Design Professional (DP) to mutually establish a documented understanding of those to-be-constructed elements that will comprise the construction scope of work.

- b. Develop a Cost Model with detailed project construction estimates; study labor conditions and provide advice regarding methods, means, constructability and sequencing, material availability and its impact on the schedule; and otherwise contribute to the advancement and development of the project.
- c. The jail facility will remain operational at all times through the design and construction of the replacement security system.
- d. All Security Electronic Systems shall be non-proprietary, the District shall be able purchase and maintain the system without a special license from the manufacturer.
- e. All Team members that will perform work inside the Adult Detention Facility will be required to submit a Clearance Request and pass a background check. The Clearance Request should be submitted seven (7) business days prior to the site visit. Clearance Request forms are not to be submitted as part of the Statement of Qualifications but will be required prior to entering the facility. The background forms can be requested via email at Steve.Mendoza@ycso.yumacountaz.gov.

2. Project Background:

The Adult Detention Facility was originally constructed in early 1985 and the most recent major expansion took place in 1995. The existing security systems are essentially the original systems and have been modified various times over the years. It appears that as changes/upgrades were made, much of the previous wiring and equipment has been left in place. This has caused numerous issues for trouble shooting and repair. The DP has reviewed the existing conditions to develop the Design Criteria drawings and specifications required to update the control rooms and to replace the Security Electronic Systems, inclusive, but not limited to door access control, video surveillance / recording, intercom / paging, card access and duress alarm systems. The DP has developed a report of findings and design criteria documents which will be made available to the highest ranked Team prior to negotiations to assist in development of their pre-construction services fee.

The site consists of approximately three buildings with a series of connected buildings that range from one to four stories. The main “Detention Center” building encloses approximately 428,000 GSF. It is anticipated for this project to cost approximately 4.5 million dollars in construction GMP costs, including the contingency amount mentioned in page 3.

If needed, the District will provide base building drawings of the existing buildings for use by all team members. The DP will provide an existing conditions survey of all the existing Security Electronic Systems. This does not relieve the Team from reviewing and verifying existing site conditions during the mandatory pre-bid conference and after award of contract.

3. Project Approach:

The project includes the design and construction of security electronics upgrades based on recommendations from the DP's Report of Findings and the need to maintain operations during the project. Work must allow for the jail facility to remain operational. The project requires the design and construction of a new video surveillance system and network, upgraded HMI control system, upgraded central control layout and millwork, addition of monitoring to critical openings, and segregation of the existing annex building security electronics to stand alone.

- a. Replace analog camera system with IP fixed cameras, video storage, and fiber network

Replace existing cameras in location with new IP based, detention grade cameras. SDC has identified approximately 195 existing cameras that will need to be replaced. The existing system is an outdated and antiquated system. To bring it up to today's current technologies would require a complete system headend replacement with a new digital video surveillance system. This system is to reside on a robust gigabyte network with fiber connections between equipment rooms and out to control and monitoring locations. Criteria design documents account for approximately 155 additional cameras to cover critical locations and optimal coverage areas. These camera locations have been reviewed by the sheriff's department and a digital 3D view of the anticipated camera view will be provided for initial pointing and aiming of cameras. The criteria design includes 12 local video surveillance stations (monitor, CPU, accessories), 1 video surveillance station for retrieval of archived video, and 2 central control video surveillance stations (call up monitor/CPU, monitor/CPU, and two overhead monitors/CPU) for a total of 15 video surveillance stations. Arizona State Library, Archives, and Public Records calls for law enforcement non-evidentiary recordings to be held for 185 days. Video retention to be set at a duration of 185 days at 15 FPS with record on motion (5 seconds pre and post buffering).

- b. Upgrade HMI programming and Control Stations

Upgrade current HMI touchscreen software and interface. To include replacing the existing Modicon PLC equipment with Omron CS series PLC to match existing Omron PLCs. This is in an effort to create a single cohesive system. There are 11 local control station touchscreens and 2 central control station touchscreens for a total of 13 control station touchscreens to be replaced.

- c. Update Central Control layout

Rework existing central control millwork/cabinetry to fit new control and video workstations. Provide new millwork and countertops for two central control workstations, demolish existing equipment and abandoned systems, and provide space for a more ergonomic working environment. This is to include base

cabinets for CPU enclosures, new countertops, and overhead video monitor mounting brackets.

d. Annex building rework

The Annex building is only being used for overflow at this time. It is the intent to sever the current connection between the Annex building security electronics and the campus wide security electronics. This is to include the rework and reprogramming of the existing touchscreen control station, HMI programming, and video surveillance system to stand alone as an isolated and individual entity. Existing CS series Omron PLC, door control, and Harding DXL intercom system to remain.

e. Monitoring of critical openings

There are critical perimeter openings not currently monitored by Central Control. This project is to include the addition of surface mounted conduit and DPS at 5 openings. These openings occur on the secure perimeter and provide vulnerabilities to the security of the facilities.

f. Areas of Work include, but not limited to:

- Security Electronics.
- Electrical and Emergency Power as needed.
- Telecommunication Systems as needed.
- Fire Alarm as needed.
- Cost Estimating at all design phases.
- Cutting Patching of Architectural elements as-need for new work
- HVAC and Mechanical as needed

4. Project Team:

The project team will be made up of representatives from:

- Sheriff's Department
- Facilities Management (Electronic Division)
- Design Professional (Consultant)
- Design/Build Team (Professional Services & Contractor)

5. Construction Budget & Cost Control:

The total Construction Budget for this Project has been developed by the District and DP. Throughout the project, it will be the Team's goal to maintain the budget. This work will be constructed under a single GMP, issued as an amendment to the Design/Build services contract established by this solicitation. Construction GMP estimates will be provided by the Team during each of the design phases for approval by the District and DP. The Team shall assist the District and DP with cost reconciliations.

6. Project Schedule: (The following time frames include District review cycles.)

The Proposed Schedule of Events (see attachment B), roughly outlines what the District anticipates for a project duration. The Team is to develop a project schedule utilizing the scope as defined in item I.A.3 Project Approach as noted above.

7. Applicable Codes and Regulations

The Team shall comply with all applicable codes and regulations as defined by Authority Having Jurisdiction (AHJ), Manufacture, the Arizona State Fire Marshal, and OSHA requirements.

8. Design/Build Methodology / Services:

The intent is to establish a relationship of trust and confidence between the Team, the DP and the District. The Project will be an “Open Book” process, whereby the DP and the District may attend any and all meetings and bid openings related to the Project and have access to any and all books, accounts, and reports of the Team relating to the project.

The District will contract with the highest ranked Final List Team for Design/Build services for both pre-construction and construction. The District anticipates the Team to provide a lump sum fee for pre-construction services at negotiations. During design, but prior to construction, the Team is to provide construction services GMP for review and approval by the District and DP.

a. Project Initiation:

Upon award of this agreement and authorization to proceed from the District, the Team shall attend and participate in a “kick-off” meeting to include all identified participants in the Project. This meeting is intended to open lines of communication between all participants and to verify needs, schedules, and goals of the work to take place. The Team shall confirm all targets, meetings, reviews, and deliverables on a master schedule. This will be an opportunity to establish a project understanding among all team members regarding direction and responsibilities.

b. Construction Phase services required of the Team may include the following:

- Team management/coordination
- Utilize cloud-based Construction Management software to track submittals, RFI's, etc.
- Manage Construction meetings and create meeting minutes.
- Construction (including potential construction phasing)
- Scheduling/submittal process
- Cost control/change order management
- Subcontract management.

- Field management
- Safety and Security / QC programs
- Warranty period services
- Training classes and materials
- Temporary Facilities
- System Testing
- Coordinate with third party commissioning.
- Project closeout & O& M Manuals

9. Project Budget/Services:

Any agreement that may result from this RFQ must provide for the complete design/build services of the project on a “turn-key” basis. The term “turn-key” is intended to express the District’s wish to receive pricing for a finished product that comprehensively includes all project costs and services and functions and interacts with all current associated systems & equipment. Specifically included in this budget (whether as fees, Guaranteed Maximum Price (GMP), or allowances contingencies) will be the following:

- Acquisition by the Team of all required permits, fees & taxes from federal, state, county, and local agencies.
- Quality control and Quality Assurance of design and construction must be maintained by the project architect and/or engineer from design concept/start of the project until the finish and acceptance of the District/end user of the project.
- All utility connections, including but not limited to: water, sewer, fire line, security, fire alarm, electrical, telephone, intercom, data and special systems extensions and connections (including inter-connections to all existing or proposed District facilities).
- All professional fees, including but not necessarily limited to: architects, engineers, surveyors, specialty consultants, contractors’ management fees, etc.
- Reimbursable expenses, if any, incurred by or paid by the Team to any of its members or consultants, including but not necessarily limited to: architects, engineers, and specialty consultants, cost estimator, etc., for travel, per diem etc.
- All Team insurance and bonding including but not limited to: Professional Liability, General Liability, Workers Comp, Automobile, Omissions and Builder’s Risk, shall list the Yuma County Jail District on all additional coverages for the duration of the project.
- Reproduction costs for documents used for reviews by the District and its agents, and all other required agencies and Team uses. District reviews will be done for Design Development, and Construction Document phases.
- Team’s own design and construction contingencies.
- Applicable taxes and fees.
- Complete “as-built” documentation, (close-out documents), as indicated in page #37.
- Labeling of all devices.

- Selected contractor **MUST** provide uniforms with printed company name and/or logo to identify its employees and **MUST** be worn while on the project site, so that it is visible to the customer. Sub-contractors have the same uniform requirements. The color orange is not allowed to be used at the site.
- The selected contractor **MUST** provide its employees and subcontractor (if used) with the appropriate PPE. The personnel **MUST** be trained & certified in the materials & equipment used on-site. The selected contractor will be required to provide its employees and subcontractors with an initial safety meeting prior to any work commencing. If requested by the District, the selected contractor **MUST** provide documentation of the meeting, training and/or certifications.
- Start-up, programming, commissioning, and testing of all systems; and training of District's staff in operation.
- Inflation / Escalation as necessary.
- General Conditions.
- An District discretionary contingency allowance in the amount to be stated in the GMP, to be used at the sole discretion of the District and returned if not used.
- An essential element of the scope of services will be to support conformance expeditiously and efficiently with the District's schedule.
- Selected firm/team must submit **any** and **all** drawings to Sheriff's Office Project Manager for review and must have prior approval before submitting to AHJ for permitting and **any/all** working drawings used on the project.
- The selected firm/team must follow and work closely with their architect/engineer to deliver a finished product that meets or exceeds the customer's requirements.
- Contractor's work shall be guaranteed (warranty) against defective workmanship or materials for a period of two (2) years from the date of substantial completion. In the event defects develop within the warranty period, the contractor is required to initiate repairs within two (2) days of receipt of written notice.

10. Project Schedule Overview:

The Team will provide a project schedule with detailed information for daily tasks to be performed. This schedule is to be updated regularly and distributed to the Team, District, and DP.

11. Liquidated Damages:

1. Should the contractor fail to substantially complete the work under the contract within the time for completion as mutually agreed upon by the parties in the contract, then the contractor shall pay to Yuma County Jail District liquidated damages, in accordance with Table 108-1 of the MAG Uniform Standard Specifications, per calendar day, until the work is substantially completed.

2. Should the contractor fail to fully and finally complete the work under the contract within the time for completion as mutually agreed upon by the parties in the contract, even if the contractor has

achieved substantial completion of the work within such time, then the contractor shall pay to Yuma County Jail District liquidated damages in an amount equal to 50% of the applicable Daily Charges found in Table 108-1 of the MAG Uniform Standard Specifications, per calendar day, until the work is fully and finally complete and accepted.

TABLE 108-1		
LIQUIDATED DAMAGES		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day or Fixed Date
\$ 0	\$ 25,000	\$ 210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	—	1,780

3. The date of substantial completion shall be the date when the work is sufficiently complete in accordance with any executed contract, so the County can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project’s parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the County for its intended purpose(s), and all parts, systems, and site work are 100% complete and cleaned for the County’s use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the District’s full use, may remain for final completion.

4. Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list, close-out documents submitted, and final cleaning has been completed and the entire project is accepted by the District.

12. The Proposing Team

It is anticipated that each proposing Team will include and identify a lead Contractor with the experience, licensing, and bonding required to enter a construction contract; and the ability to provide warranty service (who shall be the Prime Proposer), and a lead Designer (a registered Architect and/or Engineer must be able to work in Arizona). The lead Contractor and the lead Designer, their subconsultants, and their employees and agents are collectively referred to as the Team, as previously identified in the initial

paragraph of Section 1. The lead Contractor and the lead Designer shall be closely allied for this project and committed to providing leadership to the subconsultants on the Team. A Team submitting a proposal and otherwise organized must be prepared to demonstrate to the District's satisfaction that the Team organization can meet the District's needs and protect Yuma County Jail District's interests. The District will, in the exercise of its discretion, be the sole judge in the determination of the suitability of Team organization for this project. The District's decision will be final. Any entity represented in any proposal as a lead Contractor, or a lead Designer may not participate in more than one proposal. However, subconsultants in secondary roles are not subject to this restriction.

13. The Use of the Design/Build Process

The District intends to select a Team through a one-step procurement process pursuant to A.R.S. 34-603 (electing not to employ subsection F) and wishes to employ the design/build project delivery process to encourage a creative problem-solving approach through the interactive efforts of an experienced, highly motivated Team. The design/build process should foster a cooperative District-Designer-Contractor effort to identify potential value enhancement concepts throughout the design and construction process. The District's primary objective in utilizing the design/build approach for this project is to bring the best available design and construction experience and expertise together to work with the District flexibly and cooperatively to successfully meet the challenges presented by this project. The District desires to select a cooperative, highly efficient Team to provide a "turnkey" project that meets the District's needs. The design/build approach is intended to allow the Designer and Contractor to work together to address each challenge concurrently, to produce an effective, comprehensive design concept and plan that meets all needs. The District will expect from the Designer innovative and cost-effective design concepts that provide the needed features and functions with the highest design quality, all within the established project budget. The District will expect from the Contractor an efficient project delivery schedule, optimal use of available budget, and quality construction. The District will encourage the development of creative options to maximize the value of the product received.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Interested Teams are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Team members and their key personnel to be assigned to this project. Responses to this RFQ must be in the form of a Statement of Qualifications (SOQ), as outlined in this RFQ and as allowed by A.R.S. 34-603(C). Submittals must be clear and concise, organized as indicated in the outline, and with all identified sections included. If, in the judgment of the District any section is absent or significantly incomplete, the District reserves the right to reject the submittal. If, in the judgment of the "District" an SOQ does not conform to the format specified herein, the District reserves the right to reject the submittal. Wherever the word "Proposer" is used in the RFQ, it shall mean each or any of

the individuals, firms, partnerships, corporations, or Teams, submitting an SOQ for performance of the design/build services being sought by the District for this project.

A. Communications with the District.

All communication with the District regarding this RFQ shall comply with the following guidelines. All communications shall be in writing via email or hand delivered to:

Yuma County Sheriff's Office
Attn: Steve Mendoza,
Construction Project Manager
141 S 3rd Ave
Yuma, Arizona 85364

Steve.Mendoza@ycso.yumacountyaz.gov

Please make sure to reference the solicitation name: Security System Upgrade, and number #23-200-05 in subject line of email and on envelope if hand delivered.

DO NOT deliver the SOQ to this address, see Section B – Delivery of Submittals.

Written communications, other than the SOQ, must be e-mailed. From the date of issuance by the District of this RFQ, and until a binding contractual agreement is executed with a selected Team and all other firms have been notified, all communications between the District and the Teams (or any of their individual members) shall be formal. Formal communications shall include, but not be limited to: (1) general written inquiries, (2) pre-submittal conference written questions and answers, (3) written queries based on site visits, and (4) written addenda. No informal communication shall occur regarding this procurement, including requests for information, comments, speculation, etc., between a Team (or any of its individual members) and any Yuma County employee or official. Failure to comply with this provision may result in the rejection of the submittal.

B. Delivery of Submittals

SOQ's shall be delivered on or before **Friday, September 6, 2024** to:

Yuma County Administration
198 S. Main Street
Yuma, AZ 85364

SOQ's shall be clearly marked as follows:

Statement of Qualifications for Design/Build Services
Project Name: **S. O. Adult Detention Center Security System Up-grade #23-200-05**
(Insert the name of the Prime Proposer)

(Insert date as specified on Attachment A)

Submittals received after the scheduled hour for receipt shall not be accepted and will remain unopened. Proposers are solely responsible for the delivery of their submittal to the above location by the time and date specified. Delivery services and “overnight mail” should not be relied upon to make timely deliveries. Telegraphic, telephonic, telecopied (facsimile), or electronic submittals or modifications of submittals will not be considered. Qualifications will be opened on the date and time listed in Attachment A of this RFQ, and the name of the respondents will be read aloud. All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

C. General Format of Submittals

A SOQ submitted in response to this RFQ should be bound and printed on one side of 8-1/2" x 11" pages. Clearly mark the SOQ cover to identify the Project and the Proposer. Combinations of text and graphic material may be used at the Proposer’s discretion. Proposers are encouraged to employ methods they consider appropriate in communicating facts and qualifications. If there are questions regarding appropriate submittal material, contact the Project Manager. **Do not include any design concepts, fees, or pricing related to this project with SOQ submittals. Design concepts, fees, or pricing related to this project will be required during negotiations with the highest ranked Final List Team.** These materials will not be considered, and failure to comply with this provision may result in the rejection of the submittal.

D. Interpretation of RFQ Documents before Submittal

Proposers who desire clarifications of Project, competition, or submittal requirements may submit written questions to the Project Manager. Responses to questions will be issued to all known RFQ holders in the form of Addenda. Questions must be received no later than fourteen (14) calendar days prior to the scheduled submittal date and time. A final addendum, as applicable, will be submitted seven (7) calendar days prior to the scheduled submittal date and time. The following procedures apply:

1. The Proposer submitting the request shall be responsible for its prompt delivery.
2. Interpretation or correction of the RFQ Documents will be made only by written addendum that will be made available to each known recipient of an RFQ. The District is not responsible for any other explanations or interpretations of the RFQ Documents.
3. A mandatory Pre-Submittal Conference, with site walk of facility, will be held on the date indicated in Attachment A of this RFQ. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the District’s intentions. Any doubts as to the requirements of this solicitation or any omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action

necessary, if any, and issue a written addendum to the solicitation. Oral statements or instructions will not constitute an addendum to this solicitation unless confirmed in writing by addenda.

E. Required Format and Number of Statement of Qualifications

Proposers shall use the following SOQ outline to describe the proposed Team that will provide comprehensive services for the planning, design, engineering, construction, start-up, and commissioning of the project. The SOQ shall be concise and fully self-contained; shall display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ; and must address the following specific criteria in the order and format indicated. **Submit 6 (Six) hard copies (1 original with wet signatures and 5 copies) in binders with the required submittal information listed below and 1 (one) soft copy (PDF) on a thumb drive.**

Include all of the following:

Transmittal Letter Requirements

Provide a transmittal letter on the Prime Proposer's company letterhead identifying the Prime Proposer and introducing the proposed Team members. Provide an expression of the Team's interest in being selected. Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. Identify the Team's Lead Contractor and Lead Designer. Confirm the availability of the key firms and personnel identified in the SOQ. Specifically state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. Specifically state that no exceptions are taken to the contents of the RFQ, or specifically identify and explain any RFQ item to which an exception is taken. Exceptions taken may render an SOQ non-responsive, and exceptions taken may be considered in scoring the SOQ under relevant scoring criteria. This letter is to be signed by the individual to be regarded as the Team leader of the Prime Proposer with authority to bind the Team contractually. Address the letter to: Yuma County Jail District, 198 S. Main Street, Yuma, AZ 85364

Table of Contents

The Table of Contents shall list all SOQ sections as listed below.

(Tab the following SOQ sections by letter as indicated below)

Section A. Design/Build Team Organization

Provide a diagram of the proposed Team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed subconsultants.

Provide a summary description of each Team Member, including names, addresses, phone numbers and roles and responsibilities within the Team. Specifically include:

- The Prime Proposer/ Contractor

- The Design Team Leader
- Design and Architect/Engineering Sub-Consultants (including security electronics, civil, structural, mechanical, electrical and specialty)
- Specialty Sub-Consultants
Include appropriate Arizona license number(s) and classification(s) and/or Arizona registration(s) for each Team member.

Section B. Team Qualifications as Demonstrated by General Experience

Demonstrate special expertise, qualifications, and experience, via similar projects completed by the Proposer and Team members. The Team experience must include significant new and modified security electronic systems design and construction, and projects with characteristics demonstrably similar to the proposed project.

List and describe in detail at least five (5) completed and occupied projects which establish the Prime Proposer's and Team members' experience with projects relevant to this Project, whether jails or other judicial buildings. Include construction costs and completion dates. The Proposer may list additional comparable projects that establish Proposer and Team member experience with one or more of the listed characteristics. Include names and current phone numbers of client contacts for all projects listed.

Section C. Specific Design/Build Qualifications and Experience

Demonstrate expertise, qualifications and experience of Proposer and Team members in design/build projects. List and describe the most recent design/build projects completed, and the roles of each of the Team members. Indicate any specific experience/skills/unique qualities these Team members and individuals have working together and bring to the team to facilitate successful completion of relevant projects.

Section D. Key Individual Qualifications and Experience

List the individuals to be assigned to the project together with their job descriptions, qualifications, experience, and number of years with their current employer. Specifically describe the role of each person in this project and the percentage of their time that will be dedicated to this project. This list must include the following roles:

- The lead Contractor- the Project Manager, and Superintendent. Please indicate who will be responsible for day-to-day operations for the duration of the project.
- The lead Designer - the Project Manager, Project Architect, Project Engineer, and Construction Administrator. Please indicate who will be responsible for the day-to-day operations for the duration of the project.
- All Design Consultants - the Project Manager. Please indicate who will be responsible for the day-to-day operations on-site for the duration of the project.

Included in this section individual resumes for key design and construction project leadership. Include education, licenses, affiliations, work history (with dates), and project examples.

Section E. Identification of Team Legal/Financial/Safety Considerations

Provide answers for the following questions:

- Have any members of the Team had any business bankruptcies or foreclosures? If so, explain the circumstances, resolution, and status.
- Have any members of the Team been, or are they currently, involved in any litigation or other formal dispute resolution process with any public or governmental agencies or organizations? If so, explain the circumstances, resolution, and status.
- Have any members of the Team (i.e. lead Designer or Contractor) been involved in any construction-related litigation or other formal dispute resolution process with any building Districts in the last ten (10) years, (excluding worker's compensation claims)? If so, explain the circumstances, resolution, and status.
- Have any members of the Team (i.e. lead Designer or Contractor) held a contract that has been terminated in the last ten (10) years? If so, explain the circumstances, resolution, and status.
- Has a surety company finished a project or paid a claim relative to any Contractor identified in the SOQ within the last ten (10) years? If so, explain the circumstances, resolution, and status.
- Have there been mediation, civil or criminal violations of the Occupational Safety and Health Act; the Contractor's State Licensing law; any equal opportunity employment statutes; any federal or state law governing the payment of wages or benefits, or income tax, or FICA, or disability insurance withholding; against any proposed member of the Team? If so, explain the circumstances, resolution, and status.

Specifically state that each individual and/or firm that is proposing to perform architectural design, engineering design, or contracting and construction, is properly licensed or registered to perform such services in the State of Arizona, as required by the Board of Technical Registration or the Registrar of Contractors.

Specifically state that design consultants are covered by Professional Liability/Errors & Omissions insurance in an amount not less than \$2,000,000 for each claim. Specifically state that Contractors are fully bonded and insured in amounts appropriate to the Project budget.

Provide information regarding the financial capability of the Team to undertake projects of this type. Include items such as statements from bonding agencies (indicating capacities), insurance carriers, financial statements, and/or other information confirming the current financial condition of the Proposer. Certified audited statements will be required of teams selected for an interview but are not required to be included in the SOQ. Include in this section a three (3) year history of the Prime Proposer's Experience Modification Rating (EMR). List any fatalities and briefly describe the circumstances.

Section F. Budget and Schedule Compliance Experience and Ability

Demonstrate the ability of the lead Designer and Contractor to complete projects within established budgets. Identify the originally established budgets, and the final actual cost, for each of the projects identified in the SOQ. Provide current client contact information for verification purposes. The Proposer may list additional comparable projects which establish the Proposer's and the Team's budget management experience.

Demonstrate the ability of the lead Designer and Contractor to complete projects within established schedules. Identify the originally established schedule, and the final actual schedule, for each of the projects identified in the SOQ. The Proposer may list additional comparable projects that establish the Proposer's and the Team's schedule management experience. Identify the names and current telephone numbers of client user group and/or facilities management contacts with personal knowledge of the projects that the Proposer has identified as examples of budget and schedule compliance experience.

Section G. Ability/Capacity of Team to Service the Project

The District does not require a Proposer to have or establish an office in Yuma County. However, the District expects the successful Proposer and all members of the Team to make a significant commitment to servicing the project and the District, regardless of their geographic proximity to or distance from the project site. Describe the procedures the Prime Proposer and each of the other listed Team members will employ to ensure that the project and the District are thoroughly supported from the earliest planning stages through the completion of the warranty period.

Include in this section a statement that the Team has the resources to comply with the District's schedule as indicated in Attachment B.

Section H. Demonstrated Experience with Similar Conditions

The Yuma area has characteristics such as soil conditions and climate that distinguish it from many other portions of Arizona. Describe the design and construction experience of your Team that will give your Team the ability to be aware of and respond knowledgeably to potential site and area specific issues. Include any projects demonstrating knowledge of Yuma area weather, labor and material acquisition constraints, and demonstrating knowledge of Yuma area construction practices and techniques.

Section I. Client References

Identify the names, phone numbers, and email addresses of client user group and facilities project management contacts with first-hand personal knowledge of the success or failure of each of the projects that the Proposer has identified in the SOQ. Include a brief description of each contact's specific role in the referenced project. The Proposer

may list additional client reference contacts for comparable projects that establish the Proposer's and the Team's qualifications and experience.

Section J. Required Attachments

- Complete and include the Addenda Receipt Acknowledgement form included in this RFQ as Attachment C.
- Complete and include the Non-Collusion Affidavit form included in this RFQ as Attachment D.

III. EVALUATION AND SELECTION

A. Overview:

This is a "one-step" qualifications-based selection process as authorized by ARS 34-603. No Request for Proposal will be issued. The initial activity will involve an evaluation and scoring of each Team's qualifications and relevant experience, as indicated in its SOQ. Three Teams, or such a number as allowed by A.R.S. 34-603(C)(1)(c), will be invited to participate in an interview pursuant to A.R.S. 34-603(C)(2)(b). Following the interview, the selection committee will rank the Teams in order of preference and establish a Final list of teams per A.R.S. 34-603(C)(1)(a) or as may be allowed by A.R.S. 34-603(C)(2)(c)(i-iii). Negotiations, if entered, will commence with the highest ranked Team on the Final list in accordance with ARS 34-603(E) and will proceed as set forth therein; or the solicitation may be cancelled pursuant to 34-603(H).

B. Committee:

The Selection Committee shall not have more than seven members, or as otherwise allowed by A.R.S. 34-603(C)(2) and will be composed of a representation of District and County staff, administrators, and others. The Committee will include an architect or engineer who is registered pursuant to A.R.S. 32-121, and a senior management employee of a licensed contractor.

C. SOQ Evaluation:

To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all requirements identified in this document. The District will use a qualifications-based process to meet the objective of selecting the most qualified Team for this project. SOQ submittals that are responsive to the requirements of this RFQ will be evaluated by the Selection Committee based on the following qualifications evaluation criteria. (In the review of an SOQ, points will be awarded for each criteria item as noted. 100 points are available.)

- Team qualifications as demonstrated by general experience 10 points.
- Team design/build specific project experience 15 points.

- Qualifications and experience of proposed Key individuals 5 points.
- Legal/Financial/Safety Considerations 10 points.
- Budget and schedule compliance experience and ability 10 points.
- Ability/Capacity of Team to service the project 15 points.
- Demonstrated experience with similar conditions 20 points.
- References from similar projects 10 points
- Overall completeness and content of proposal 5 points

The Selection Committee SOQ evaluation process will result in a list of Teams with whom the Selection Committee wishes to conduct an interview, as allowed by A.R.S. 34-603(C)(2)(b). The names of Teams selected for an interview will be provided to all SOQ respondents upon request.

D. Interviews:

The selected teams will be required to participate in an interview, pursuant to A.R.S. 34-603(C)(2)(b), and provide the submittals listed below. The District will require that each Team be represented in its interview by the Designers, Contractors and on-site Project Manager with whom the District's staff will be directly conducting the day-to-day business of the Project. Interviews will include a formal oral presentation by the Team of its proposed approach to delivery of services and explanation of the required items listed below. **Selected team(s) will only be given forty five (45) minutes for their presentation, with a fifteen (15) minute Q&A and any hand-outs are limited to fifteen (15) pages.** A specific schedule and additional instructions for the interview will be provided to each Team selected for an interview. Following interviews with the listed Teams, the Selection Committee will rank the Teams. Ranking criteria for the interviews will be as noted below. 100 points are available.

- The team's proposed approach to provide the required professional services 50 points.
- The team's proposed approach to provide the required construction/approach services 50 points.

To be eligible for further consideration each listed Team will be required to provide the following at the time of their interview:

1. Review of Form of Agreement:

The District will prepare an Agreement for Design/Build Services to be used in connection with the Project. A review copy will be provided to each Team selected for interviews prior to the interview. There shall be no express or implied intent to contract until expressly stated in writing by the District, an award is made, and all conditions stated herein are satisfied. At the time of the interview, each Team will be required to provide, in writing, a statement of concurrence with the terms and conditions of the Agreement, or a statement of any specific

exception(s) to the terms and conditions of the Agreement. Exceptions may be considered in scoring under appropriate criteria.

2. Subcontractor Selection Plan:

At the time scheduled for its interview, each Prime Proposer will be required to provide, in writing, a Subcontractor Selection Plan conforming to A.R.S. 34-603(C)(7)(b)(i). Subcontractors shall be selected on a combination of qualifications and price, and not on price alone. The Plan shall address the Proposer's intent for any self-performed work. The Subcontractor Selection Plan will be considered in scoring under appropriate criteria.

3. Financial Statement:

At the time scheduled for its interview, and **not beforehand**, each Prime Proposer will be required to provide in writing an audited and certified financial statement demonstrating the financial capacity to undertake the Project described herein. The financial statement will be considered in scoring under appropriate criteria.

4. Quality Management Manual:

At the time scheduled for its interviews, each Team will be required to provide, in writing, a Quality Management Manual suitable for use in connection with the Project. The Manual must specify the processes to be used to assure the quality of design and construction, as well as checklists to be followed by Team staff in its implementation and documentation during design and construction. The manual will be considered in scoring the proposed approach.

5. Safety and Health Management System Manual:

At the time scheduled for its interview, each Team will be required to provide, in writing, a Safety and Health Management System Manual suitable for use in connection with the Project. The Manual must specify the processes to be used by the Contractor to assure the safety of all persons at the Project site, identification of the persons responsible for Project Site safety, as well as checklists to be followed by Team staff in the implementation and documentation of the System, and comply in all respects with all applicable Federal, State, and local law. The manual will be considered in scoring the proposed approach.

Following the interviews, the Selection Committee will select a Final List of three Teams deemed most qualified to provide the design/build services, ranked in order of preference based upon the criteria published in this RFQ.

E. Negotiations:

The District will attempt to negotiate an Agreement with the highest ranked Final List Team or will terminate the solicitation. If the District is unable to negotiate a satisfactory Agreement with the highest ranked Team, with terms and conditions the District determines to be fair and reasonable, negotiations with that Team will be formally terminated. The District will then undertake negotiations with the next most qualified Final List Team in sequence, until an Agreement is reached, or a determination is made to reject all SOQs and terminate the solicitation.

F. Reservation of Rights:

The District reserves the right to award a contract to the Proposer who best fits the needs of Yuma County. The District reserves the right to reject any or all SOQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal.

IV. TERMS AND CONDITIONS

The following terms and conditions are an express part of the Request for Statement of Qualifications, and any resultant contract. Any exceptions thereto must be specific, in writing, may render an SOQ nonresponsive, and may be considered in scoring under appropriate criteria.

1. Purpose:

The purpose of the RFQ is to enter into a contract with a qualified firm to provide design/build Services for the project listed on the cover. However, the District reserves the right to decline to enter into a contract with any of the applicants. This RFQ and the procedures and actions noted herein should not be considered an offer to contract. There shall be no express or implied intent to contract until expressly stated in writing by District and all conditions stated herein are satisfied.

2. Authority:

This Request for Qualifications as well as any resultant contract is issued under the general authority of Title 34 of the Arizona Revised statutes, which will be considered part of the contract.

3. Pricing:

Pricing will not be considered in the ranking of applicants; however, it is intended that a Guaranteed Maximum Price (GMP) Contract will be negotiated with the successful Team prior to construction. The State of Arizona and Yuma County are exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales tax (or transaction

privilege tax) and fees, if any, for any schedule of values or pay applications shall be noted as a separate line item, with details of its computation.

4. Proprietary Information:

The Proposer may designate portions of the SOQ as proprietary information. A statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears.

5. Clarification of SOQ Requirements:

It is the responsibility of all Proposers to examine the SOQ Package and seek clarification of any item or requirement that may be clear or unclear to them and to check all SOQs for accuracy before submittal to the District. Refer to Section II for questions and inquiries.

6. Public Relations Activities:

The successful Proposer may be required to represent the District at public meetings prior to finalizing the Project design. These may include meetings with the Yuma County Jail District Board of Directors. All public relations activities for this Project shall be coordinated with the Project Manager.

7. Integrity of SOQ:

By submitting an SOQ, the Prime Proposer affirms:

- A. That he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- B. The submission of the proposal did not involve collusion or other anti-competitive practices.
- C. Team members shall not discriminate against any employee, or application for employment in violation of Federal and State laws.

8. Mistakes in SOQ:

A Proposer may withdraw the SOQ or correct any mistake by modifying the SOQ prior to the time and date set for receipt.

9. Rejection:

The District reserves the right to reject any or all SOQs or any part thereof, or to accept any SOQ or any part thereof, and to waive any informality in any SOQ as deemed to be in the best interest of the Yuma County Jail District. Notwithstanding any other provision herein, the District expressly reserves the right to reject any or all SOQs or reissue the Request for Qualifications.

10. Protest:

Any interested party may protest a solicitation issued by the District, or the proposed award, or the award of a contract. Any protest must be submitted in conformance with Yuma County policies. Any protest must be filed in writing with the County Clerk of the Yuma County Jail District.

- A. The name, address, and telephone number of the protester.
- B. The signature of the protester or the protester's representative.
- C. Identification of the solicitation name, number, or contract number.
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant document.
- E. The form of relief requested.

Protests based upon alleged improprieties in a solicitation that are apparent before the closing time and date for receipt of initial SOQ shall be filed before the time and date for receipt of initial SOQ. Failure to file such a protest within that time shall constitute a waiver of the protest. Protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of SOQ following the incorporation. Failure to file such a protest within that time shall constitute a waiver of the protest. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. Failure to file such a protest within that time shall constitute a waiver of the protest.

11. Confidential Information:

If a person believes that any or part of a SOQ, offer, specification or protest should be withheld from public inspection, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. The District shall review the statement and information and shall determine whether the information shall be withheld. If the District determines to disclose the information, it shall inform the Proposer in writing of such determination. The District assumes no liability for the disclosure or the use of unmarked information. Unmarked information may be disclosed pursuant to the Freedom of Information Act or other applicable statute. Any and all information may be disclosed if required by law.

12. Acceptance Period:

A response to this Request for Qualifications is an irrevocable offer for one hundred twenty (120) days after the time and date for receipt of SOQ based upon the terms and conditions contained in this Request for Qualifications.

13. Gratuities:

Yuma County Jail District, by written notice, may terminate any contract issued related to this RFQ if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event the contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

14. Conflict of Interest:

Any contract issued related to this RFQ is subject to cancellation by Yuma County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

15. Agency Contact:

The District contact who will work with the successful Proposer, furnish information, answer questions, direct Team efforts, provide guidance, etc., is the Sheriff's Office Project Manager.

16. Other Contracts:

The Team shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees. The District shall equitably enforce this section as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

17. Subcontracts:

No subcontract shall be made by the Prime Proposer with any other party for furnishing any of the services herein described and to be contracted for without the advance written approval of the District. All subcontracts shall comply with Federal and State law and regulations which are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein

which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. Prime Proposer is responsible for contract performance whether or not subcontractors are used. When authorized to subcontract for services, the Prime Proposer agrees to utilize written subcontracts and to submit a copy of each to the District within thirty (30) days of the effective date of the subcontract.

18. Assignment.

No right or interest in this solicitation and/or any contract that may arise from this solicitation shall be assigned by the Prime Proposer, and no delegation of any duty of the Prime Proposer shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. Licenses:

Prime Proposer shall maintain current all Local, State and Federal licenses, fees and permits required for the operation of the business conducted by the Prime Proposer.

20. Indemnification:

To the fullest extent permitted by law, the Prime Proposer shall defend, indemnify and hold harmless Yuma County Jail District and their agents, representatives, officers, directors, officials, employees and separate contractors of any of them from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from either directly or indirectly the acts, errors, mistakes, omissions, work or services of the Prime Proposer, its employees, consultants, agents, or any tier of subcontractors in connection with or incidental to the performance of any work relative to this solicitation and/or any contract that may arise from this solicitation. Prime Proposer's duty to defend, hold harmless and indemnify Yuma County Jail District and their agents, representatives, officers, directors, officials, employees, and separate contractors shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in connection with or incidental to the performance of any work relative to this solicitation and/or any contract that may arise from this solicitation, including any employee of Prime Proposer or any tier of consultant or subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Prime Proposer may be legally liable.

21. Headings:

The captions, headings and subheadings in this document are for convenience, enjoyment, and ease of personal use only, and in no way define, limit, or describe the scope or intent of the document.

22. Force Majeure:

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence, said party is unable to prevent.

23. Choice of Law:

This process shall be governed by the laws of the State of Arizona and lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona. The venue shall be in Yuma County. Proposers and the District agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.

24. Compliance of Laws:

Any final contract that may arise from this solicitation must comply with all Federal and State laws and regulations and is subject to termination by the District. In addition, all agreements are subject to review by the County Attorney and/or Arizona Attorney General.

25. Severability:

The provisions of this RFQ are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application which may remain in effect without the invalid provision or application.

26. Audit:

The District shall have the right to audit the books and records of the successful Proposer and its sub-consultants and subcontractors to the extent they are related to the required cost or pricing data. The successful Proposer and its subconsultants and subcontractors shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the Contract. If the District determines the required cost or pricing data is inaccurate, incomplete or not current as of the date of the GMP Contract, the Contract Amount shall be adjusted to exclude any amounts by which the GMP was increased by the defective certification. Such a price adjustment may include the amount of the defect plus related overhead and profit or fee.

27. Registration and Insurance:

All architectural and engineering services to be provided by a Team must be provided in accordance with the professional registration requirements of the State of Arizona. Contractors listed must meet State & Local licensing requirements. Architects and engineers will be required to carry professional liability insurance/Errors and Omissions insurance. Contractors and subcontractors must have and document full bonding and insurance for the project.

28. Team members:

All Team members listed in the Proposal shall be maintained throughout the project unless otherwise approved by the District.

29. Reservation of Rights by the District:

The District expressly reserves the right to:

- A. Reject any or all Submittals.
- B. Withhold the award for any reason it may determine.
- C. Terminate the RFQ process at any time.
- D. Reissue the RFQ
- E. Extend the time for submission of the responses by notification to all parties who are known to have received a copy of the RFQ.
- F. Request more information from any or all Proposers
- G. Accept a Submittal not withdrawn before the scheduled opening date and time.
- H. Waive or decline to waive irregularities in any Submittal, or in the RFQ process.
- I. Decline to enter into a contract with any of the applicants.

30. Costs of Proposal Preparation and Participation in Selection Process:

Any cost incurred by the Proposer in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, or participation in any selection process activities, shall be borne solely by the Proposer.

31. Return of Submittals:

Any documents submitted in response to the RFQ become the property of the District and will not be returned.

32. Contract:

Should this RFQ process result in a contract, the contract will be subject to applicable provisions of Yuma County codes, standards, regulations, industry standards and manufacture requirements, and with all applicable Arizona Revised Statutes. No enforceable contract will be formed until the selection process is completed, all conditions set forth in this RFQ are fully met and verified, a written contract has been executed, and the written contract has received all required approvals from the Yuma County Jail District or its representative.

33. Affirmative Action:

A successful Proposer, in performing services under contract with Yuma County Jail District, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, color, religion, sex, or national origin, nor otherwise commit an unfair employment practice. The Proposer agrees that this clause will be incorporated in all subcontracts entered into with sellers of materials or services, and all labor, or who may perform any such labor or services in connection with the contract with the District.

34. Disclosure of Data:

SOQs shall not be open for public inspection until a binding contractual agreement is executed with a selected Team and all other firms have been notified. Submittals in response to the RFQ may contain data that the Proposer does not reasonably want disclosed for any purpose other than evaluation of the Submittal. If so, the Proposer shall clearly identify the specific pages of the Submittal to be restricted. The District assumes no liability for disclosure or use of unmarked data, or for the disclosure of marked data if that disclosure is required by law. Unless confidentiality is requested, information submitted in response to the RFQ may be disclosed in response to a Request for Inspection of Public Records submitted pursuant to applicable Arizona Revised Statutes. The District will provide the public release of any information concerning the Project, including selection announcements and contract awards.

35. Parties Interested in More Than One Submittal:

It is anticipated and desired that each proposing Team will include a lead Contractor (a licensed general contractor) and a lead Designer (a registered architect or engineer), closely allied, and committed to providing leadership to the Team. Any entity represented in any proposal as a lead Contractor or a lead Designer may not participate in more than that one proposal; however, subconsultants in secondary roles are not so restricted. No person, firm, partnership, or corporation may make more than one submittal as Prime Proposer for this project. Any qualified person, firm, partnership, or corporation is permitted to participate as a sub-consultant for more than one Prime Proposer. However, a person, firm, partnership, or corporation who is participating as a sub-consultant to a Prime Proposer is disqualified from also making a submittal for the project as a Prime Proposer.

36. Fees and GMP:

Any Design/Build Agreement that may result from this RFQ will include separate lump sum fee for design and preconstruction services prior to the agreement upon a Guaranteed Maximum Price for construction.

37. Disclosure:

If a Proposer has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the Proposer shall disclose that information in its SOQ. Failure to do so shall result in rejection of the SOQ.

38. Disqualification:

The offer of a Proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

39. Work of the Team:

The selected Team will be responsible for construction means and methods for delivery of the completed work. The selected Team may or may not self-perform work, however all work self-performed must conform to the Subcontractor Selection Plan.

******END OF SECTION******

ATTACHMENT A

YUMA COUNTY

NOTICE of REQUEST for QUALIFICATIONS

The Yuma County Jail District is requesting a Statement of Qualifications for Design/Build services for the proposed: Sheriff's Office Security Up-grade. Sealed SOQs will be received until 1:00 p.m. (Local Time), Friday, September 6, 2024, at the Yuma County Administration 198 S. Main Street, Yuma, AZ 85364. Time of SOQ arrival will be recorded from the District's clock. Remove, replace, and make necessary modifications as needed for the new equipment as described in Security Design Consulting #SDC-2023008. Any SOQs, modifications or withdrawals received by the District after the time and date scheduled shall be rejected. SOQs and modifications will be opened publicly at 1:00 p.m. and the name of each firm submitting shall be recorded. The record shall be made available for public inspection. A mandatory pre-submittal conference is scheduled for Thursday, August 15, 2024, at 12:30 p.m. local time at the Yuma County Sheriff's Office 141 S. 3rd Avenue, Yuma, Arizona 85364. Attendance by a design/build team representative is mandatory.

A background check will be required for any person participating in a site tour or working in Adult Detention Center facility and/or properties. The background forms can be requested via email at Steve.Mendoza@ycso.yumacountyaz.gov and **MUST** be submitted & person **MUST** submit and pass their background check **AT LEAST** Seven (7) business days prior to arriving to the site/property.

Each Proposer will be responsible for conforming to all information distributed at the conference. Information and SOQs will be made available for public inspection following the award of a contract, except any portion of a SOQ that Proposer has requested, and the District concurs, shall remain confidential from and after the time of SOQ opening, unless otherwise required by law. This is a notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract. All SOQs are subject to all Terms and Conditions contained in the RFQ Package. The District reserves the right to cancel this request or reject any or all SOQs in whole or in part if it is advantageous to the County. RFQs may be obtained from the Yuma County Sheriff's Office web site at: WWW.YUMACOUNTYSHERIFF.ORG

YUMA COUNTY SHERIFFS OFFICE

By: Eben Bratcher, Operations Chief

Published: July 28 & August 4, 2024
Yuma Daily Sun

ATTACHMENT B

YUMA COUNTY

PROPOSED SCHEDULE OF EVENTS

Following is the sequence of major events and anticipated schedule for this design/build selection process and project. This schedule is subject to change at the discretion of Yuma County.

Proposed Activity Date

1	Issue RFQ	Sunday, July 28, 2024
2	Pre-Submittal Conference	Thursday, August 15, 2024
3	Final Date to Submit Questions	Friday, August 23, 2024
4	Issuance of Final Addendum	Friday, August 30, 2024
5	Due Date for SOQs	Friday, September 6, 2024
6	Interview Schedule Notification	Friday, September 13, 2024
7	Interviews (Week of)	Monday, September 30, 2024
8	Negotiations and Design Fee Acceptance	Monday, October 21, 2024
9	Board for Approval	Monday, December 2, 2024
10	Pre-Construction Services Award	Monday, December 9, 2024
11	Design and GMP Finalization	Monday, February 24, 2025
12	Construction NTP	Monday, March 10, 2025
13	Substantial Completion	Monday, March 9, 2026
14	Final Completion	Monday, March 23, 2026

ATTACHMENT C

YUMA COUNTY

Adult Detention Center Design/Build Services
For
Security System Up-grade Project, #23-200-05

ADDENDUM RECEIPT ACKNOWLEDGEMENT FORM
DESIGN – BUILD SERVICES

_____, the Prime Proposer of a Design/Build team interested in being selected to perform the design and construction services described in the RFQ affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Statement of Qualifications.

By: _____

Printed name: _____

Title: _____

Date: _____

Addenda received:

1. _____, dated _____
2. _____, dated _____
3. _____, dated _____
4. _____, dated _____
5. _____, dated _____

(List others if needed in the same format.)

ATTACHMENT D

YUMA COUNTY

NON-COLLUSION AFFIDAVIT

Adult Detention Center Design/Build Services
For
Security System Up-grade Project, #23-200-05

DESIGN/BUILD SERVICES

State of Arizona
County of _____,

affiant, the _____ of

(TITLE)

(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

(TITLE)

Subscribed and sworn to before me this
____ Day of _____, 2024.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE
COUNTY OF _____
STATE OF _____

(My Commission Expires _____, 201 ____)

Sample CONTRACT Sample

This Contract dated as of December __, 2024, is by and between the Yuma County Jail District (“County”), and _____, (“Contractor”) of Yuma, Arizona.

The contractor has covenanted and agreed, for and in consideration of the payments made as provided for in the bid and specifications, to the Contractor by the County, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by the Contract, free from all claims, liens and charges whatsoever, in the manner, and under the conditions hereinafter specified, that are necessary for the **Adult Detention Center Design/Build Services for Security System Up-grade Project, #23-200-05**, in accordance with the dollar amount \$ _____, for said service as indicated in “Scope of Work” and in the Security Design Consulting, SDC#2023008 drawings. This project must be completed according to the manufacture standards and requirements and AHJ. All work must adhere to the terms and conditions of this contract and all other documents associated with this solicitation. The Contractor shall use AIA form for submitting payment request.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications. Any work and/or requirements appearing in one portion of the documentation, but not in others shall be executed according to the true intent and meaning of the said specifications the same as though the said work were contained and described in portions of the documentation, and applicable industry standards shall apply.

The contractor shall provide all necessary personnel and labor, and such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee or subcontractor of Contractor shall be deemed an officer, employee, or agent of the County.

It is further agreed that all work shall be inspected by the County, or its properly authorized agents, and accepted or rejected as meeting the County requirements and specifications. The County shall have full power to reject or condemn all materials furnished or work performed under this contract which does not conform to the terms and conditions herein expressed.

Non-Appropriation Clause: Contractor acknowledges that the County is a government entity, and the Contract validity is based upon the availability of public funding under its authority. In the event that the public funds are unavailable and not appropriated for the performance of the County’s obligations under this Contract, then this Contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure.

Hold Harmless Clause: Contractor agrees to defend, indemnify and hold harmless County from all losses, liability, claims or expenses (including reasonable attorney fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of Contractor, except to the extent same are caused by the negligence or willful misconduct of the County, its agents, or its employees.

It is the intent of this section to require Contractor to indemnify the County to the extent permitted under Arizona law.

Entire Agreement Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

Non-Waiver of Enforceability: Failure of the County to enforce at any time, any of the provisions of this Contract, or to request at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of the County to enforce each and every provision.

Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. If any provision of this contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless, be enforceable to the extent allowed by law.

To prevent all disputes and litigation, it is further agreed by the parties, that the Yuma County Sheriff shall determine all questions in relation to the work thereof, and he shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor and his estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any question may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this contract.

Insurance: The Contractor shall provide proof of and maintain comprehensive general liability insurance in the amount of \$2 million. Additionally, the Contractor shall provide proof Automobile Liability insurance in an amount of \$1 million for all owned, hired and non-owned automobiles utilized in the performance of contract. Contractor shall also maintain Worker Compensation insurance in an amount not less than Five Hundred Thousand (\$500,000) dollars. Yuma County Sheriff, and Yuma County Jail District, as well as county employees and agents shall be listed as additional insureds on all policies required herein for the term of the Contract. Proof of the required insurance shall be sent with the signed contract to the District's Project Manager or its duly authorized representative.

Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws. The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County. The Sheriff retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by the Sheriff and to cooperate with the Sheriff's inspections.

Conflict of Interest: All parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

Execution: The Notice to Vendors, Information for Offerors, General Conditions, Specifications, Exhibits and Addenda thereto, are hereby understood to be a part of this Contract.

Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

Nondiscrimination: The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the American with Disabilities Act, and affirmative action.

Israel Boycott Certification: If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement not engage in, a boycott of goods or services from Israel. This certification does not apply to boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Forced Labor: Pursuant to A.R.S. 35-394, if Contractor engages in for-profit activity and has ten (10) or more full-time employees, Contractor hereby certifies that it does not currently, and agrees for the duration of the contract that it will not, use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China, (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of this Agreement that Contractor is not in compliance with this certification, Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the County with a written certification that it has remedied the noncompliance within one hundred eighty (180) days after notifying County of the noncompliance, this Agreement shall terminate immediately. In the event that the Agreement termination date occurs before the end of the remedy period, this Agreement shall terminate on the Termination Date.

YUMA COUNTY JAIL DISTRICT

Signature: _____

Title: Sheriff _____

CONTRACTOR

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

License # _____

Close-out Documents

Please submit two (2) copies of the close-out documents, each copy inside a 3” (“D”-Type) three ring (white) hard binder properly labeled on the outside with the project name, project address and project number, and tabs for each section and one (1) soft copy on a thumb drive, as indicated in the RFQ:

1. List of all materials used on project, including change orders and spare parts. A ledger must be included with all equipment used and location on the project.
2. The selected contractor must provide inventory of existing and new equipment: Make, manufacture, model & serial number on a spreadsheet. Please provide this document with your close-out documents.
3. List of all equipment used, clearly identifying the equipment name, model, and serial number. Include location map highlighting equipment location in orange highlighter. Include District manuals for all equipment installed & with a small red arrow identifying item.
4. Testing result(s), if applicable. TAB, electrical and/or cabling reports, if applicable.
5. Photos, before and after photos to help troubleshoot for future events.
6. Shop drawings.
7. Copy of Submittals and approvals verification from customer.
8. A complete set of As-built drawings/plans. Wiring diagrams shall include overall plan showing home-run cabling and individual branch circuits, panel schedules, j-box wiring with individual cables clearly tagged at appropriate locations, loop diagrams (if applicable) and individual equipment wiring details. Information to be submitted in full set large set to scale, electronically copy (PDF) on a thumb-drive and 11”x17” minimum drawing size.
9. Permit information, including inspection, correction notification and approval documentation from State, City, Manufacturer and/or Authority Having Jurisdiction (AHJ).
10. Warranty letter(s) from primary contractor and all subs on corresponding firm’s letterhead and signed by firm’s authorized representative.
11. Copy of Lien Waiver, if applicable.
12. Copy of Certificate of Occupancy, if applicable.
13. Copy of Punch List, if applicable.
14. Warranty letters from equipment and/or material manufacturer(s), if applicable
15. Other items required by the project.

Please note that, in order to process final payment, the Sheriff’s Office Project Manager must receive the aforementioned documents no later than 14 calendar days after acceptance of project.