

# **REQUEST FOR QUALIFICATIONS**

**No. KY-2018-06**

## **JOB ORDER CONTRACTING (JOC) SERVICES**

**Traffic Signal, Paving, Grading, Drainage, and  
Miscellaneous Improvements**

**KAYENTA TOWNSHIP  
KAYENTA, ARIZONA**



**PREPARED BY:  
KAYENTA TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT  
(KTCDD)**

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## **I. INTRODUCTION**

### **A. PURPOSE FOR REQUEST FOR QUALIFICATIONS**

Kayenta Township Community Development Department (KTCDD), on behalf of the Kayenta Township is inviting your firm (also called the “Contractor,” and the “Offeror”) to submit a Statement of Qualifications (SOQ) for providing Job Order Contracting (JOC) services for a broad range of maintenance, repair, minor and major construction work pertaining to Traffic Signal, Grading and Drainage, Paving and Resurfacing of streets and paved areas within Township facilities, and other miscellaneous construction described in Section II Scope of Services.

From this solicitation the Kayenta Township Community Development Department (KTCDD) will use a selection process comprised of evaluation of SOQ’s and interviews (if applicable) with select firms as described in this Request for Statement of Qualifications (RFQ). A Selection Committee will create a final list of firms meeting the minimum qualification. If more than one Contractor meets the minimum qualifications, the Township intends to select all such Contractors provided it successfully negotiates a final Job Order Contract (JOC) with each firm.

This JOC will have a one (1) year duration with an option to renew for up to two (2) additional one year periods, for a maximum duration of three (3) years. The option to extend will be exercised based on the Contractor’s successful performance and the needs of Township. The typical Job Order could range in price from \$100,000.00 to \$300,000.00 and will be competitively bid among the selected Contractors in accordance with the Navajo Business Opportunity Act. The maximum amount for a single Job Order is \$1,000,000.00 including all change orders. No minimum amount of work is guaranteed.

### **B. SUMMARY SCOPE OF WORK**

The Job Order Contract (JOC) will be an indefinite delivery, indefinite quantity (IDIQ) type contract and will include a wide variety of individual construction tasks pertaining to Traffic Signal, Grading and Drainage, Paving and Resurfacing, and other miscellaneous construction within the Kayenta Township. During the term of the JOC, work (further defined in Section II) is performed as a series of individual Job Orders where each Contractor will subsequently compete for the individual Job Orders for projects by providing quotes as each project arises. Job Orders will be negotiated to obtain a fair and reasonable price.

Job Orders will vary in size, with the majority expected to be in the small to medium range. Some Job Orders may require incidental design and/or pre-construction services as defined in subsection D below.

In addition Job Orders may be federally funded for which additional contract provisions and prevailing wages may be applicable.

Each Job Order, initiated by Township, will be defined cooperatively by Township and the Job Order Contractor under which a scope, schedule, and price will be agreed upon, and the JOC Contractor is directed to proceed with the work.

## C. KAYENTA TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated contact listed below. Offerors may contact ONLY the Kayenta Township regarding the procurement for inquiries and requests. All responses will be in writing and will be distributed to all potential offerors who receive a copy of this Request for Qualifications.

Project Manager  
Kayenta Township - Community Development Department  
P.O. Box 1490  
Kayenta, Arizona 86033  
Telephone: (928)697-8451  
Fax: (928)697-8461  
Email: [hzonnie@kayentatownship-nsn.gov](mailto:hzonnie@kayentatownship-nsn.gov)

## D. DEFINITIONS

This section contains definitions that are used throughout the Request for Qualifications (RFQ) and includes appropriate abbreviations.

**Alternative Analysis** means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets Township requirements.

**Alternative project delivery methods for construction** means construction-manager-at-risk, design-build, and job-order-contracting construction services.

**Award of Contract** shall mean a formal written notice by the Town Manager

**Contract** means an agreement between the Kayenta Township and Contractor for the work covered by this RFQ, which facilitates the construction to deliver items of services. This agreement is to be approved and signed by the Kayenta Township Commissioners and Town Manager.

**Contractor** shall mean successful Offeror.

**Contracting Officer** means the Town Manager.

**Contract Price** means the price to be paid for the Work (and for Pre-Construction Services, if any) as specified in the Job Order. The Contract Price shall be fixed, lump sum price, or a Not-to-Exceed Guaranteed Maximum Price, based on the Contractor's accepted quotation.

**Department** means Kayenta Township Community Development Department (KTCDD) which shall be responsible for the day-to-day administration of the Contractor's services and/or project; provided, however, only the Town Manager shall have the authority to bind the Township, any such official action which shall be required to be in a writing signed by the Town Manager.

**Determination** means the written documentation of a decision of the Town Manager including findings of fact required supporting a decision. A determination becomes part of then procurement

file to which it pertains.

**Drawings and Specifications** means, as to a Job Order, the drawings and specifications, if any attached to the Job Order and specifications included in the Job Order Contract Documents. The Drawings and Specifications set forth the requirements for construction of the Project. Where there are no drawings and specifications for the Work prepared by a Design Professional, Township will deliver to the Contractor line drawings and/or a written description of the Work and, in each such case, the line drawings and/or the written description shall be deemed the drawings for the Work for that Job Order for all purposes.

**Evaluation Committee Report** means a report prepared by the KTCDD and the selection Committee for submission to the Office of the Town Manager for contract award that contains all written determination resulting from the conduct of a procurement requiring the evaluation of competitive sealed Request for Qualifications.

**Finalist** is defined as an offeror who meets the minimum mandatory requirements of the RFQ scoring sufficiently high to qualify the offeror for further consideration by the Selection Committee.

**Firm** means Prime Contractor responding as the offeror to this solicitation.

**Job-Order-Contracting** in accordance with A.R.S. § 41-2503(24) "Job-order-contracting" means a project delivery method in which:

- (a) The contract is a requirements contract for indefinite quantities of construction.
- (b) The construction to be performed is specified in job orders issued during the contract.
- (c) Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.

**Job Order** means the Contract for a Project executed by the Township under this Agreement, as it may be modified by Change Orders, if any, relating to the Project under the Job Order

**Kayenta Township Community Development Department (KTCDD)** means the department and/or person(s) or designee(s) authorized by the Department to manage or administer the procurement including preparing of the Request for Proposals and evaluating competitive sealed proposals.

**Mandatory** the items "must", "shall", "will", "is required", etc., identify a mandatory item or factor or minimum qualification. Failure to meet a mandatory item, qualification or factor will result in the rejection of the offerors statement of qualifications and proposal.

**Offeror** is any person, firm, corporation, partnership or other entity that chooses to submit a request for proposals.

**Owner** is synonymous with the Kayenta Township.

**Plans and Specifications** means the plans and specifications upon which the Job Order's price proposal is based.

**PM/PC** means the Project Manager or Project Coordinator who acts as the Kayenta Township's project representative to act and manage the process from Notice of Award through final Construction of the project provided, however, only the Town Manager shall have the ability to bind the Township, any such official action which shall be required to be in a writing signed by the Town Manager.

**Pre-Construction Services** means the performance under a Job Order requiring such services of alternative analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation in the review of a Township or third-party design prepared by a Township-provided design professional.

**Request for Qualifications (RFQ)** is a step used in the formal process of procuring a product or service, for example by a government agency.

**Responsible Offeror** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service reputation and experience are adequate to make satisfactory delivery of the services or item of tangible personal property described in the proposal.

**Responsive Offeror** or **Responsive Proposal** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the request for proposals, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements. A Responsive Proposal shall be signed by an official authorized to bind the Offeror and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period.

**Schedule of Values (SOV)** A spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Contractor's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost loaded.

**Selection Committee** means a body constituted in accordance with the selection process to perform evaluation of the offerors Qualifications. The KTCDD shall provide only technical assistance requested by the committee.

**User** means the agency or agencies for which a project is being designed.

**Work and Work (Construction)** means all labor, materials, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Pre-Construction Services in connection with a Job Order.

## **II. SCOPE OF SERVICES**

### **A. OVERVIEW**

The scope of this IDIQ JOC is to provide construction services for maintenance, repair, minor and major new construction services (including minor incidental design or pre-construction services) under which the Contractors will provide all plant, labor, materials, equipment, management, supervision, services and coordination required to construct a full range of Traffic Signal, Grading and Drainage, Paving and Resurfacing of improvement projects within properties owned or controlled by the Township.

The scope of work will vary with each Job Order. Minor design services may be required for some Job Orders; however most Job Orders will be designed through consultants under separate contract with the Township or by Township staff. At the beginning of each Job Order, a scope meeting will be scheduled to define design and construction services required of the Contractor after which the Contractor will submit quotes. Contractors may be required to submit quotes based on the full spectrum from limited conceptual drawings to complete construction documents, and variations in between. The quotation may also require the Contractor to perform limited pre-construction services such as alternatives analysis or material availability and pricing, or scheduling/phasing. The Contractor's quoted cost shall either be lump sum or a Not-to-Exceed Guaranteed Maximum Price, unit price to deliver the project complete and in place. Contractors must provide a quote within five (5) business days of a request for quotation and begin work within five (5) business days of the Notice to Proceed in order to be considered eligible for award of the Job Order.

For Job Orders that require design services for which the Township is not separately contracting for such services, the Contractor shall procure the services of an Arizona registered professional engineer to prepare plans for permitting, in accordance with the Navajo Business Opportunity Act's ("NBOA") requirements for procurement of subcontractors.. For such projects, it is the responsibility of the JOC Contractor to provide cost estimating, and project scheduling for design, construction and/or maintenance, and obtain permits if needed from the appropriate Agencies and Township departments.

Each Job Order for a project that is either fully or partially funded by Federal Highway Administration (FHWA) aid the Contractor shall physically incorporate Form FHWA 1273, "Required Contract Provisions for Federal-Aid Construction Contracts" into each FHWA funded Job Order's terms and conditions. Furthermore, the CONTRACTOR shall physically incorporate the provisions into any subcontract or purchase orders per Section I of Form FHWA 1273. The form may not be incorporated by reference or modified in any way.

A copy of the most current applicable Wage Determination issued by the United States Department of Labor shall also be attached to the Job Order. The Contractor shall comply in all respects with these additional requirements. Current wage determinations may be found at <http://www.wdol.gov/dba.aspx>.

Additionally, Contractor agrees to display all federally-required posters. Information regarding this requirement is available at: <http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>

## B. DESCRIPTION OF WORK AND SERVICES

It is expected that the content of work will vary for each Job Order. All work will be ordered and performed in accordance with the Contract, Specifications, General and Special Conditions of the Contract documents, Special Provisions and Plans.

Kayenta Township may provide Project Plans and Special Provisions for each Job Order. The Project Plans and Specifications may range from very limited conceptual designs to full construction documents and provisions. Generally, the Contractor may be required to perform conceptual estimates to determine the required items and quantities required to construct each Job Order along with a proposed Schedule to the Township for all labor, materials, equipment and services required to satisfy the Job Order.

Job Orders maybe comprised of the following construction tasks and any incidental associated work including appropriate permits needed for construction:

### Work

Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish any and all necessary plant, labor, materials, tools supplies, equipment, transportation, supervision, management, and perform all services necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Township may also determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order.

### General Construction and Maintenance

Surveying and staking for construction projects; Grading drainage ways, ditches, berm and dike, providing and installing sub-grade material for maintenance roads and paved pathways; Saw-cutting of various types of materials; Rolling and compacting sub-grade, and paving materials; Hauling and transporting dirt, base material, various types of heavy equipment, and other materials to the project sites; Laying down new asphalt paving; Removal and replacement of asphalt streets and parking areas; Removal and replacement of curb, gutter, sidewalk, and ADA ramps associated with the pavement removal and replacement work.

### General Road Construction

Surveying and staking for construction projects; Grading shoulders, sub-grade, finish-grade of base material for road construction; Saw-cutting of various types of paving materials; Rolling and compacting sub-grade, road shoulders, and paving materials; Hauling and transporting dirt, base material, various types of heavy equipment, and paving materials to the project sites; Laying down new asphalt paving; Installing permanent traffic striping; Installing permanent traffic signing;

### Drainage Structures

Construction and maintenance of floodwalls, retaining walls, bank protection, storm drains, catch basins, manholes, culverts, pedestrian bridges, grates, and other structures.

### Drainage Construction

Grading for drainage structures; Installing and constructing bank protection, culverts, storm drains, pedestrian bridges and other drainage structures; Installing curbing and associated facilities.



### Fencing and Safety Railing

Installation and construction of fences, barricades, safety rail, post and cable and signs.

### Miscellaneous Utilities

Trench excavations or trenchless solutions for underground wet and dry utility removal/replacement and/or new installation for water distribution systems, sanitary sewer systems, and storm drainage systems, and if needed power and communications in accordance with local utility standards, permits, coordination, blue staking, and connections. Operation and maintenance of the sewer and water systems is contracted through the Navajo Tribal Utility Authority (N.T.U.A.).

### Construction Traffic Control

Providing controls, directions and safety of vehicular, pedestrian, bicyclist and equestrian traffic in all associated work areas.

### Landscaping and Irrigation

Providing, planting and establishing all plant materials, landscape irrigation systems and landscape hardscape.

### Pavement Overlays

Installation of associated pavement rehabilitation, restoration i.e., Concrete; Asphalt; Milling; Chip-seal; Slurry-seal; Micro-seal; Subgrade stabilization if needed

### Traffic Signals

Intersection signals, pedestrian crossings, photo radar installations and emergency responder/public safety modifications. Remove and replace traffic loops, traffic conduits, signage and striping, if needed.

### Roadway Intersections

Including safety improvements and site distance or traffic capacity modifications.

Township or its on-call consultants will provide construction administration, inspection, and acceptance material testing for the Job Orders. The JOC Contractor shall construct the same and install the material therein for Township in a good and workmanlike and substantial manner and to the satisfaction of Township or its properly authorized agents and strictly pursuant to and in conformity with the Township JOC documents and other documents that may be made by Township through the Engineer or their properly authorized agents, as provided herein.

The JOC Contractor's representative shall be reasonably available to Township and shall have the necessary expertise and experience required to supervise the contract services. A JOC Contractor's representative will be assigned for each Job Order. The JOC Contractor's representative shall communicate regularly with Township and shall be vested with the authority to act on behalf of the JOC Contractor.

### III. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Each JOC Contractor will be initially selected through a qualifications-based selection process to determine whether a Contractor meets the minimum qualifications. Firms interested in providing JOC services **must submit a Statement of Qualifications (SOQ). The Statement of Qualifications will be evaluated and scored based on the responses received to the information requested below.**

• General Qualifications	50 points
• Prior Project Experience as Prime Contractor	40 points
• Method of Approach	50 points
• References	30 points
• Subcontracting/Labor Plan	30 points

**Total: 200 points**

A firm will be deemed to have met the minimum qualifications if it achieves a total score of at least 190 points.

#### A. GENERAL QUALIFICATIONS (50 POINTS)

##### Firm Information (2-4 Pages) – 14 Points

2. Name and brief description of firm
3. Explain the legal organization of the proposed firm or team. If a Priority #1 Offeror under the NBOA is partnering with or joint venturing with any non-Priority firm and claiming Priority #2 status, in such partnership or joint venture proposal, each partner or joint venturer must certify by affidavit under penalty of perjury that the Priority #1 partner or joint venturer is entitled to at least 51% of the profits from the contract and shall control the partnership or joint venture for the duration of the contract term. Any such joint venture or partnership shall be subject to audit by the Township and the Navajo Nation Business Regulatory Department to ensure compliance with the NBOA.
4. Arizona business and/or professional licenses/registrations held by the firm including Navajo Nation Business Regulatory Certification/s of Navajo Business if affiliated.
5. Contract(s) or subcontract(s) which have been terminated within the last three years. Please explain.
6. Any litigation or arbitration actions within the last three years. Briefly describe the circumstances and the outcomes. Offerors must pass a Navajo Business and Procurement Act clearance.
7. Indicate the volume of work to be produced by Navajo and Native American firms in general and/or the amount of work that will be produced by business within the Kayenta Township. The Navajo Business Opportunity Act shall apply.

##### Familiarity with Scope of Work and Project Team Organization (3-6 pages) - 8 points

1. Identify at least three comparable projects in which the firm served as either JOC or Contractor. Special consideration will be given to firms that have provided JOC services on similar successful projects.
2. Identify the Key Personnel who will perform services should your firm be awarded the contract. Identify each Key Personnel's relevant qualifications and experience as it relates to the scope of work of this contract.
3. Provide an organization chart that depicts the project team organization and lines of authority. Clearly indicate superior/subordinate reporting relationships; Provide names of Project Managers, Site Supervisors, Inspectors, Estimators, etc. Include if applicable, Key Personnel from major Subcontractors or Suppliers that would contribute to major portions of the scope of work of this contract.
4. Within the organization chart, show the proposed percent participation of amongst each team member on this project.

Safety (1-2 pages, excluding OSHA Log and EMR copies) - 5 points

1. Identify your firm's Safety Officer. Is the Safety Officer full-time and safety their sole job assignment or part of other assignments/duties? Identify/list all major certifications or training the Safety Officer has obtained.
2. Describe how the Safety Officer will evaluate/assess each Job Order and implement a safety plan for each Job Order with/for the County.
3. Provide copies of the following:
  - i. The OSHA or Navajo OSHA 300 Log for the past three years
  - ii. Experience Modification Rate (EMR) for the past three years, documented/verified from your Worker's Compensation insurance provider

Financial Capacity/Bonding/Insurance (1 page, excluding items 1-4) - 5 points

1. Total Bonding Capacity- Single Limit and Aggregate Limit
2. Current Backlog
3. Surety Company Rating (e.g. A.M. Best, Moody's, S&P, etc.)
4. Insurance Provider Rating (e.g. A.M. Best, Moody's, S&P, etc.)  
(Items 1-4 must be documented/verified from your surety or insurance carrier)
5. Describe your firm's method of approach to bonding this contract and your firm's ability to provide the required payment and performance bonds in a timely manner. Federally funded projects may require each Job Order be separately bonded and insured to include them as additional insured and bond beneficiary- how do you plan to accommodate this requirement?

Equipment (1-2 pages) - 8 points

Provide a listing the equipment available to your firm to utilize on this contract. Identify the equipment by the following:

1. Name/Description, years in service, and whether owned, rented, or provided by a

subcontractor.

2. Identify at any given time, what percent of your heavy equipment fleet is down for maintenance or repairs.

**B. PRIOR PROJECT EXPERIENCE AS PRIME CONTRACTOR (40 POINTS)**

Prior project experience (Up to two (2) 11" X 17" pages) - 40 points

Preferably on 11"x17" paper, provide a listing of prior traffic signal, roadway intersection, paving and drainage improvement projects similar in scope and size of this contract your firm has completed as the Prime Contractor in the last three years. Include information in a table with the following columns:

- A brief name/description of the project
- Original estimate or bid cost
- Actual final construction cost
- Original estimated start/completion date
- Actual start/completion date
- Small and minority (including Navajo or other Native American) business utilization, if known
- Client name, contact person and phone number
- Any unique characteristics of the project that apply to the scope of work of this contract.

**C. METHOD OF APPROACH (50 POINTS)**

General Project Approach (2-4 pages) - 20 points

1. Describe your firm's overall commitment to responding to the Township's requests for services.

For Example:

Explain how your firm is committed to providing a completed bid schedule for each project being considered in a reasonable timeframe.

Explain your firm's capability to respond to an emergency work environment in a reasonable time frame (24/7).

What is your firm's commitment for providing a supervisor on every project that is assigned?

2. Describe your firm's approach to design partnering and ensuring project success in design/pre-construction.
3. Describe how your firm handles cost control (daily, monthly and completion tracking/reporting); scheduling (initial and progress schedules); how are cost overruns identified and how are they mitigated?

4. Describe your firm's willingness to participate public involvement;
5. Describe your firm's conflict communication plan; what is your proposed escalation ladder?
6. Describe your firm's project closeout and final documentation process.

Job Order Management (2-3 pages) - 25 points

Describe your firm's ability to timely and appropriately process necessary paperwork and issue cost estimates and schedules related to the Township's job order service requests. Include in your response specific detail regarding the following:

1. Upon receipt of a job order request for quotation from the Township, how many days does your firm require to process and complete all necessary paperwork and return a proposal to the Township?
2. Upon acceptance of a quote and issuance of a Notice to Proceed, how many days does your firm typically require to mobilize forces and start construction?
3. Describe your firm's change request procedure and how change requests are communicated with the Owner.

For example, you have been assigned a project via the "job order contract". This particular project requires you to replace an asphalt driveway. You accept the task, mobilize equipment, start demolition activities, and find a 12 inch concrete driveway apron existing underneath the asphalt. Neither the owner nor the contractor knew that the concrete driveway existed prior to the job commencing. As a Job Order Contractor, what is your responsibility for completion of the project?

Value Analysis/Value Engineering/Risk Mitigation (1-2 pages) -10 points

1. What capabilities does your firm have to provide additional Value Analysis/Value Engineering to Job Orders of limited design prior to construction? What is your willingness to provide these services as part of your job order quotation?
2. What capabilities do you have to identify and communicate various opportunities for risk mitigation with the Owner at the time of Job Order development? What risk avoidance strategies have you commonly employed and shared with Owners to reduce threats to the project's success? What are the main things an Owner can do to help you as the Contractor deliver a successful project?

For example, you have received a task via the job order contract. This task is to enlarge an existing intersection by adding additional left turns on all 4 approaches. In addition, there will be storm drainage additions with associated pipes. Before the earthwork/roadway construction can begin the contractor notices that the signal polls and mast arms are in the way. The intersection vehicular volume approach 75,000 cars per day. Explain your approach to the project minimizing the owner's cost to construct the project.

Quality Control/Quality Assurance (1-2 pages) -10 points

1. Describe your firm's subcontractor and vendor/material supplier QC/QA management approach (QC methods, control limits and documentation).

2. How do you ensure that supplier materials are delivered within the Owner's specifications?

D. REFERENCES (3-4 pages) (30 POINTS)

Township desires to receive feedback on past performance of your projects. Please provide documentation from Public/Private Agencies of past record of performance, for which you have **substantially completed similar work**.

Past record of performance should include such factors as identifying and mitigating risk to control costs, quality of work, and ability to meet schedules. Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction projects costs. Include information regarding owner budgets, construction estimates, bidding, and completed project cost including change order information. Project schedules, should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. If your firm has completed previous similar work for the Township or Navajo Nation, it is recommended that you utilize this experience. If your firm has not completed prior projects with the Township/Navajo Nation you will not be penalized.

**A minimum of three (3) references must be included.**

Zero points will be awarded for projects:

1. If a project submitted is not substantially complete.
2. If the firm was not the Prime JOC Contractor for the project submitted.
3. If the person requested to respond was not directly responsible for project oversight.

E. SUBCONTRACTOR and LABOR SELECTION PLAN (1-2 pages) (30 POINTS)

1. Describe the Subcontractor Selection process with an emphasis on local forces and demonstrating how the Contractor will comply with the NBOA. Provide current examples.

Additional consideration will be given to those firm(s) who will be utilizing Navajo or other Native American personnel in the task of completing projects. Provide full resume of Native American personnel, including professional licenses, qualifications and experience.

2. Describe local labor force use compliance. Provide current examples.

#### IV. SUBMITTAL REQUIREMENTS

Firms interested in the above project should submit a Statement of Qualifications, **which is a maximum length of thirty-four (34) pages of at least 11 point font to address the SOQ criteria (excluding appendices, resumes, cover letter, affidavits and organizational chart)**. **Resumes for each key team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ.**

Please provide **one (1) original and three (3) copies of the SOQs, total of four (4), and one (1)**

**copy on Computer Disk (CD) or flash drive no later than 5:00 p.m., Friday, March 7, 2018.**

Each CD will be labeled with the RFQ title above, the firm name and the category the firm wishes to be considered for.

The SOQ will be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

**Binder # 1** [Original RFQ]

- a. Cover Letter
- b. Table of Contents
- c. Response to SOQ Criteria's (Section III)
- d. Appendices (Attachment's A, B, & C)

On the submittal package, please display: firm name, and project title. All submittals should be sent or delivered to:

**Physical Address:**

Kayenta Township  
Attn: Heston Zonnie  
Project Manager  
¼ mile North of Jct. US Hwy 163 & 160  
Kayenta, Arizona, 86033

**Mailing Address:**

Kayenta Township  
Attn: Heston Zonnie  
Project Manager  
P.O. Box 1490  
Kayenta, AZ. 86033

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date, time, and place.
- The number of originals and/or copies of the submittal specified.
- Email submittals will not be accepted.

Adherence to the maximum page criterion is critical; each page side (maximum of 8 ½" by 11") with criteria information will be counted. Pages that have project photos, charts, and graphs (except as noted) will be counted towards maximum number of pages. Township reserves the right to accept or reject SOQs that exceed the maximum page limit.

**Cost Information Prohibited:** DO NOT SUBMIT OR COMMUNICATE TO THE TOWNSHIP ANY INFORMATION ON FEES, COEFFICIENTS, PRICE, MAN-HOURS OR ANY OTHER COST INFORMATION.

Any Statement of Qualifications that contains any information of this type may, in the sole discretion of the Township, be deemed non-responsive and be returned to the Contractor.

**V. SELECTION PROCESS AND SCHEDULE**

Upon receipt of the SOQs the submittals will be reviewed for compliance with the submittal requirements. A Selection Committee will evaluate each SOQ according to the above point system. The selection committee will create a final list of firms meeting the minimum qualifications and no interviews will be conducted as part of the selection process. The Township intends to enter into negotiations with all such firms and to execute a final JOC with each such firm provided negotiations are successful.

Please note that interviews will not be held to establish the list of finalists, but interviews may be held, at the Township’s sole discretion, for select projects as an additional differentiation between firms for specific projects. Those firms will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter giving the criteria to be addressed in the interview.

**VI. SPECIAL CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFQ outlines and describes the major events of the Selection Process and specifies general requirements and special conditions for Job Order Contracting.

**A. SEQUENCE OF EVENTS**

The KTCDD will make every effort to adhere to following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1. Issue of RFQ	KTCDD	February 9, 2018
2. Acknowledgement of Receipt Form	Offeror	As received
3. Deadline to Submit Questions- RFQ	Potential Offerors	February 27, 2018
4. Response to Written Questions- RFQ	Selection Committee	March 2, 2018
5. Submission of Qualifications	Offerors	March 7, 2018
6. Panel Review, Short-listing	Selection Committee	March 9, 2018
7. Notice to Finalist(s)/ Non-	KTCDD	March 14, 2018
8. Interviews ( <b>if applicable</b> )	Selection Committee/Finalists	To Be Determined
9. Contract Negotiations	Owner, Offeror	To Be Determined
10. Contract Award	Town Manager	To be Determined

**B. EXPLANATION OF EVENTS**

1. Issue RFQ – This RFQ is issued by KTCDD on behalf of the Kayenta Township in accordance with Kayenta Township Laws and Zoning Ordinance. KTCDD is the only organization authorized to make copies or distribute this RFQ on behalf of the Kayenta



Township.

2. Questions and Clarifications – Between the time of issuance of the RFQ and the pre-proposal meeting, prospective offerors are encouraged to call or e-mail the KTCDD (See Section I. C), concerning any questions about the scope of the project or the RFQ schedule. Additional copies of the RFQ can be obtained from the KTCDD.
3. Pre-proposal Meeting - will be held (tentatively) February 26<sup>th</sup>, 2018 at 10 a.m. Mountain Daylight Saving Time at the Kayenta Town Hall in Kayenta, Arizona. Potential offerors are encouraged to submit written questions in advance of the meeting to the KTCDD. The identity of the organization submitting the question(s) will not be identified. Submitted written questions will be addressed at the meeting. Names of the persons attending the pre-proposal meeting will be sent to the potential offerors on the procurement distribution list.

*Attendance is encouraged but not required.*

4. Acknowledgement of Receipt Form. Potential offerors must return by facsimile or e-mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix) to have their organization placed on the procurement distribution list. The form should be signed by the offeror’s authorized representative, dated and returned by facsimile or by e-mail by the date indicated thereon.

The offeror must indicate the e-mail address of the individual to be receiving written responses and amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process, and shall be deleted from the procurement distribution list. This form must be attached to the submitted RFQ package.

5. The procurement distribution list will be used for the distribution of written responses to questions and any RFQ amendments. All responses to written questions will be distributed via e-mail or facsimile. Include the e-mail address of the individual appointed to receive the written responses or amendments.

**Failure to return this form shall constitute receipt and rejection of the RFQ, and the potential offerors organization name shall not appear on the distribution list.**

6. Deadline to Submit Questions. Written questions as to the intent or clarity of this RFQ can be submitted to the KTCDD until close of business, 5:00 pm MDST, February 28, 2018. All written questions must be submitted to the KTCDD via electronic mail or facsimile to the KTCDD.
7. Response to written Questions and RFQ Amendments. Written response to written questions and any RFQ amendments will be distributed via e-mail or facsimile to all potential offerors whose organization name appears on the procurement distribution list.
8. RFQ Amendments – Should any amendments to this RFQ be deemed necessary, an amendment will be distributed in writing to all recipients of the original RFQ and to all potential offerors whose organization name appears on the procurement distribution list. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment. Offerors are to submit “Addendum Receipt Acknowledgement Form” as acknowledgment and incorporation of all addenda as a part of its RFQ submission. (See Appendix)

9. Submission of Proposal – PROPOSAL RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE.

All offeror proposals must be received no later than **5:00 p.m. Mountain Daylight Saving Time on March 07, 2018.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to:

**Physical Address:**

Kayenta Township  
Attn: Project Manager  
RFP# KY-2018-06  
¼ mile North of Jct. US Hwy 163 & 160  
Kayenta, Arizona, 86033

**Mailing Address:**

Kayenta Township  
Attn: Project Manager  
RFP# KY-2018-06  
P.O. Box 1490  
Kayenta, AZ. 86033

10. Panel Review/Short-Listing – The Selection Panel will review each offeror’s RFQ Packet. Each member, as outlined in Section V of this RFQ, will allocate points. Each member’s point total will be translated into a numeric ranking of all proposals. The individual member ranking will be totaled together to determine the overall ranking of proposals.
11. Notice of Final Evaluation – Each responsive offeror will be notified in writing as to the results of the evaluation. In general, the Selection Committee attempts to mail notices one week prior to the interview date. A public log will be kept of the names and overall rankings of all offeror’s interviews.
12. Notice of Award – The KTCDD will notify finalists in writing of the final award.
13. Project Schedule - Contractors who enter into a final JOC with the Township should be available to work immediately upon execution of the JOC.
14. Area of Work - It is anticipated that work will be completed primarily within the Kayenta Township. It is the responsibility of the Contractor to obtain all necessary permits for work conducted in the Kayenta Township, on ADOT and NTUA right of Way, and on properties not owned by Kayenta Township.
15. Performance and Confidentiality - The Contractor will work closely with Kayenta Township and Arizona Department of Transportation and Navajo Tribal Utility Company. All work shall be kept confidential until disclosure is authorized by Kayenta Township.
16. Contract Negotiation – Kayenta Township and successful Offerors will begin contract negotiations as soon as possible after notice of award. Actual fees shall be negotiated based upon specific scope of services, cost of services and reimbursable expenses, specific contract requirements, and on such factors as billable rates for overhead, profit and personnel as related to the approved Hourly Rate Schedule. If agreement on terms can be reached, KTCDD shall prepare a contract for approval by the Kayenta Township.

If a contract cannot successfully be negotiated with any of the selected finalists, KTCDD

may choose to negotiate with other offerors or to terminate negotiations.

### C. GENERAL REQUIREMENTS AND SPECIAL CONDITIONS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests – In accordance with Kayenta Township Business Opportunity Act, any offeror who is aggrieved in connection with the award of a contract may protest to the Navajo Business Regulatory Department. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Navajo Business Regulatory Department  
P.O. Box 663  
Window Rock, Arizona 86515  
Phone number: (928) 871-6714 or 6718

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost – Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the offeror.
3. Amended Proposals – An offeror may submit an amended SOQ before the deadline for receipt of SOQs. Such amended SOQs must be the complete replacements for a previously submitted SOQ and must be clearly identified as such in the transmittal letter. KTCDD personnel will not collate or assemble SOQ materials.
4. Power of the Kayenta Township – The Kayenta Township reserves the right to reject an offer from any offeror who has previously failed to perform properly, has caused the Kayenta Township to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, owes any debt or has a bad prior contracting history under the Navajo Business and Procurement Act, or who is not in a position to perform the work governed by this RFQ.
5. Offerors Right to Withdraw SOQ– Offerors will be allowed to withdraw their SOQs at any time, prior to the deadline for receipt of SOQs. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the KTCDD.
6. Disclosure of SOQ Contents – The content of SOQs will be kept confidential until KTCDD has issued the written notice of a contract award. At that time, all SOQs are available to the public under Navajo Nation Privacy Act, except for any material, previously identified as proprietary or confidential.
7. Confidentiality – Confidential data is normally restricted to confidential financial

information concerning the offerors organization and data that qualifies as trade secrets. Any pages of an SOQ on which the offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ.

8. Termination – This RFQ may be canceled at any time and any and all SOQs may be rejected in whole or in part when the KTCDD determines such action to be in the best interest of the Kayenta Township.
9. Sufficient Appropriation – Any contract awarded as a result of this RFQ process may be terminated immediately if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will effect such termination. The Owner’s decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the Owner and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

10. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section VI, in the letter of transmittal. Submission of a proposal constitutes acceptance of all conditions contained herein including evaluation factors contained in Section III.
11. Standard Contract –The contract between the Kayenta Township and Contractor will follow the format specified by the Owner and contain the terms and conditions set forth in Section VI. However, the Owner reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFQ. The contents of this RFQ, as revised and/or supplements and the successful offeror’s SOQ will be incorporated into and become part of the Contract.

***All contracts for Job Orders are subject to the review and final approval signed by the Kayenta Township - Town Manager.***

12. Offeror Qualifications – The selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFQ. The selection committee will reject the proposal of any offeror who is not a responsible offeror and fails to submit a responsive offer.
13. Right to Waive Minor Irregularities – The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
14. Notice – The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities and kickbacks, which is applicable to all Tribal Officials and Employees of the Kayenta Township and its political subdivisions.
15. Release of Information – Only the Owner is authorized to release information about the

project covered by this RFQ. The Offerors must refer to the owner any request to release any information that pertains to the work or activities covered by any action or award related to this RFQ.

16. Ownership of Documents – The reports and other record documents prepared and produced by the Contractor pursuant to an executed JOC are the property of the Owner. The contract has certain requirements as to the rights and responsibilities of the Owner and Contractor for the record documents. Record reports and documents are to be delivered to the Owner as the project progresses and at the completion of the construction work.

Record Documents shall include a set of hard copy reproducible reports and a set of electronic files as specified by the owner.

17. Insurance

- a. The contractor shall procure and maintain, during the life of the JOC, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance. The policies will be written with Kayenta Township as additional insured, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 days written notification to Kayenta Township, if a policy has been materially changed or canceled. The insurance coverage shall provide limits as follows:

<b><u>Workers Compensation</u></b>	<b><u>Statutory</u></b>
EMPLOYERS LIABILITY	\$1,000,000.00
<b>Commercial General Liability</b>	
Bodily Injury/Property Damage:	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
<b>Business Automobile Liability</b>	
Combined Single Limit:	\$1,000,000.00 Each Occurrence
Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned and hired automobiles and vehicles:	
<b>Independent Contractors:</b>	Included
<b>Contractual Liability:</b>	Included
<b>Professional Liability:</b>	\$1,000,000.00 Each Occurrence \$1,000,000.00 Aggregate

Prior to execution of the JOC, Contractor shall furnish Certificates of Insurance specifically setting forth evidence of all required coverage. If such limits are higher than the minimum limits required by the Kayenta Township, such limits shall be certified and shall apply to the coverage afforded the Kayenta Township under the terms and conditions of the contract as though required and set forth in the contract. The

Contractor shall furnish the Kayenta Township any endorsements that are subsequently issued amending coverage or limits.

b. Approval of Insurance

Even though a “Notice to Proceed may be issued by the Kayenta Township, the Contractor or subcontractor(s) shall not begin the contract work until the required Certificate of Insurance (policies adding the Kayenta Township as an additional insured as applicable) has been received and filed with the Kayenta Township. Neither approval nor failure to approve certificates, policies or insurance by the Kayenta Township shall relieve the Contractor of the responsibility to maintain the required insurance in full force and effect.

c. Increased Limits

If during the life of this Contract the Kayenta Township Commission increases the maximum limits of any insurance required herein, the Contractor is required to increase the limits of insurance hereunder if reasonable, and an appropriate adjustment in the Contract amount will be made.

18. Proof of Certification or Architect/Engineer Licensing.

Contractor shall provide evidence of the qualifications, certification or membership with other industry-recognized certification or Architect/Engineer state licensing, and date of first certification or licensing in Arizona. Also, state whether certification or license is currently in good standing.

19. Applicable Laws

The Laws and Zoning Ordinance of the Navajo Nation and Kayenta Township shall govern this procurement and any agreement that may result from this procurement.

20. Taxes

All work performed and services provided within the territorial jurisdiction of the Kayenta Township is subject to a Business License requirement, the five percent (5 %) Kayenta Township Sales Tax, as amended, and a one 1% construction permit fee (KTCJA-01-13).

21. Questions

Questions pertaining to this selection process or contract issues should be directed to Project Manager, Community Development Department at (928) 697-8415. All questions must be received no later than seven (7) days in advance of the SOQ due date. Responses to questions that materially change the scope or intent of this SOQ will be issued via addendum on the Kayenta Township website. The Township will not notify Respondents of posting of addenda. Therefore, it is the Offeror’s sole responsibility to check the website periodically for all issued addenda. Failure to include acknowledgement of all addenda may be cause for rejection of the proposal.

**ATTACHMENT A**  
**Job Order Contracting**  
**(JOC) Services**

**Receipt Acknowledgement Form**

**Job Order Contracting**  
**SERVICES**

\_\_\_\_\_, the Prime Proposer of a Contractor team interested in being selected to perform the construction contract described in RFQ # KY-2018-06, affirms that the following RFQ has been received and that the information contained in the RFQ has been incorporated in formulating its Request for Qualifications.

By:

\_\_\_\_\_

Printed name:

\_\_\_\_\_

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B**  
**NON-COLLUSION AFFIDAVIT FORM**

**Job Order Contracting Services**

**RFP #KY-2018-06** \_\_\_\_\_

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 or 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 \_\_\_\_\_, 2018

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC IN  
AND FOR THE

COUNTY OF \_\_\_\_\_

STATE OF ARIZONA

(My Commission Expires \_\_\_\_\_, \_\_\_\_\_)



# ATTACHMENT C

## Job Order Contracting (JOC) Services

### Addendum Receipt Acknowledgement Form

#### JOB ORDER CONTRACTING SERVICES

\_\_\_\_\_, the Prime Proposer of a Contractor team interested in being selected to perform the Construction contract described in RFQ #KY-2018-06 \_\_\_\_\_, affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Request for Qualifications.

By:

\_\_\_\_\_

Printed name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Addenda received:

1. \_\_\_\_\_, dated \_\_\_\_\_
2. \_\_\_\_\_, dated \_\_\_\_\_
3. \_\_\_\_\_, dated \_\_\_\_\_
4. \_\_\_\_\_, dated \_\_\_\_\_
5. \_\_\_\_\_, dated \_\_\_\_\_

List others as needed in the same format.