



**ENG23-0063
REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
ANDY DEVINE BETWEEN JOHNSON AVE THROUGH MICHAEL ST ADA RAMPS
AND ACCESS POINTS DESIGN**

INTRODUCTION

The City of Kingman (City) has been awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of ADA Sidewalk Improvements; and is seeking a qualified consulting firm or team to provide final design for ADA Ramps and Access Points.

All qualified firms are invited to submit their Statement of Qualifications (SOQ). All SOQ's must comply with the requirements specified in this Request for Qualifications (RFQ).

SECTION I–PROJECT DESCRIPTION

The City of Kingman desires the development of a Final Design for ADA Ramps and Access Points along Andy Devine Ave between Johnson Ave and Michael St. The goals of this project are to improve ADA access and pedestrian safety and bringing the current ramps and access points up to the current ADA standards.

This project will include design work for ADA improvements including, gutter where applicable, and sidewalk improvements. The selected design firm will also be responsible for survey required for design purposes.

SECTION II–SCOPE OF WORK

The City of Kingman seeks a qualified consulting firm, or team, with extensive experience and knowledge of ADA, MAG, and City of Kingman standards and regulations, to provide consulting services for the Andy Devine ADA Ramps and Access Points Design.

SECTION III – SCOPE OF WORK

The following is a brief summary of the four key project tasks:

Task 1: Project Management

The Consultant shall establish a project management system to provide adequate scope, schedule and budget control, and be responsive to input from the City. Status and project meetings with all participating City staff will be conducted on a regular basis. The purpose of these meetings shall be to report to the City on project status issues such as work in progress, work completed, and delivery schedule.

The meetings shall also be for discussion of various technical issues and strategies associated with all phases of the project. Meetings shall be held with the City and other agencies as needed to coordinate multi-jurisdictional components of this project. Meeting minutes documenting the decisions made and action items shall be prepared by the Consultant and submitted to the attending parties.

Task 1.1 – Project Meetings. Consultant shall arrange for a kick-off meeting through the City Project Manager. This meeting shall serve to clarify the lines of communication and other administrative details. Consultant shall then meet with the City and participating agencies on a regular basis to report project progress.

Task 1.2 – Project Schedule. Consultant shall provide a project schedule showing project meetings, project deliverables, and the major milestones required by the City. The schedule shall be updated on a monthly basis.

Task 1.3 – Project Status Reports. Consultant shall provide a monthly project progress report. The monthly project progress report shall be submitted to the City Project Manager.

DELIVERABLES:

- MONTHLY STATUS MEETINGS
- MONTHLY SCHEDULE UPDATES
- PROGRESS REPORTS AND
- MEETING MINUTES

Task 2: Utility Coordination

The Consultant shall provide utility coordination. The Consultant shall determine all utility conflicts and advise the City and the utility companies. City-owned utilities will be coordinated by City staff.

Consultants shall obtain a Blue Stake design ticket by contacting Arizona Blue Stake (AZ811). Consultant shall request City and non-City utility record drawings, facility maps, and as-built information.

The Consultant shall send utility clearance letters to the non-City utilities with the associated plans. The plans shall show existing and proposed City and non-City utilities, relocations, existing and proposed right-of-way and easements. The Consultant shall design joint trench alignments and profiles with input from the non-City utilities.

The Consultant shall be responsible for obtaining testhole data (pothole data) and testhole coordination. The Consultant shall ask non-City utilities if potholes are required.

The Consultant shall prepare a utility report, or conflict matrix, at the earliest possible stage of the project using information received from the utility companies, Blue Stake design ticket, and pothole data. The report or matrix shall include utility conflicts, relocations, utility relocation timeframes, approved methods to support existing infrastructure, and permit requirements.

The Consultant shall be responsible for reviewing relocation plans produced by the non-City utility companies to assure that utility conflicts are mitigated or eliminated and that proposed utility installations conform to the City’s standard details and to MAG.

Task 3 – Final Design.

Based upon opportunities and resolutions identified in the Design Concept Report and stakeholder and public input, the consultant shall complete final design of recommended improvements, detailed cost estimates, and project implementation phasing recommendations for the Andy Devine ADA Ramps and Access Points Project.

DELIVERABLES:

- FINAL DETAILED CONSTRUCTION PLANS
- PROJECT SPECIAL PROVISIONS

PROJECT BID MANUAL

DETAILED COST ESTIMATES

SECTION III–PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on **Thursday, April 27, 2023 at 9:00 AM Local Time** and will be viewed via ZOOM meeting. You must be a registered to receive an invitation to the meeting. At this meeting the City staff will discuss the scope of work, general contract issues and respond to questions from the attendees. This pre-submittal conference is not mandatory but is highly recommended for all interested firms. Please contact Curtis Larsen clarsen@cityofkingman.gov to register for the pre-submittal conference.

SECTION IV–STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

The CONSULTANT will be selected through a qualifications-based selection process. Firms interested in providing CONSULTANT services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

A. General Information. (5 points)

1. Provide a general description of the firm and/or team that is proposing to provide CONSULTANT services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
2. Provide the following information:
 - a. List any Arizona professional and/or contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.
 - b. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last ten (10) years. Identify any claims (public or private, including third party claims) arising from a contract which resulted in litigation or arbitration within the last ten (10) years. Briefly describe the circumstances and the outcomes.

B. Experience and qualifications of the firm/team. (20 points)

1. Provide a list of similar projects on which the project team has experience. For each reference project, please provide the following information:
 - Description of project
 - Role of the firm
 - Project's original contracted construction cost and final construction cost
 - Construction dates
 - Project Owner
 - Reference information (two contacts, including roles on the projects and telephone numbers per project).

C. Experience of key personnel to be assigned to this project. (40 points)

1. (10 points) For each key person identified, list at least two projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects, provide:
 - Description of project
 - Role of the person
 - Project's original contracted construction cost and final construction cost
 - Construction dates
 - Project Owner
 - Reference information (two contacts, including roles on the projects and telephone numbers per project).
2. (25 points) Highlight each key person's experience in the following areas: collaborative design experience on similar projects, conceptual costing experience/knowledge, constructability experience, experience working with stakeholders in a historic downtown area, coordination of pedestrian and aesthetic improvements with traffic, drainage, utility and other existing and proposed infrastructure.
3. (5 points) List any proposed subconsultants, including key staff names and the experience and qualifications of these individuals.

D. Understanding of the project and approach to performing the required services. (30 points)

1. (5 points) Discuss the major issues your team has identified on this project and how you intend to address those issues.
2. (5 points) Discuss the particular expertise your team offers and how you propose to use this expertise to benefit and add value to the project.
3. (5 points) Describe systems used for planning, scheduling, estimating and managing conceptual planning and design; and briefly describe the firm's experience on quality control and dispute resolution.
4. (5 points) Describe your understanding of the CONSULTANT role for the project and its responsibilities. Describe your approach to performing the conceptual planning and design services.
5. (10 points) Describe the firm's past experience working with stakeholders in a historic downtown area.

E. Overall evaluation of the firm/team and its perceived ability to provide the required services. (5 points)

This is to be determined by the selection panel members. No submittal response is required.

F. Certifications.

1. Civil Rights

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

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

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

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

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

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

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

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

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

2. Equal Employment Opportunity

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.” [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

3. Equal Employment Opportunity for Workers with Disabilities – Section 503 (if contract is \$10,000 or over)

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

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

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

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower

height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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

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

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

4. Procurement of Recovered Materials

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

5. Access to Records and Records Retention

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

6. Conflict of Interest

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

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

7. Anti-Lobbying

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

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

Name of Official

Signature of Official

Name of Firm

Date

SECTION V–SUBMITTAL REQUIREMENTS

Firms interested in the above project should submit a SOQ clearly identifying this project on the cover of the SOQ **which includes a one-page cover letter plus a maximum length of thirteen pages to address the SOQ criteria (excluding resumes but including organization 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 **an original plus Six (6) copies (total of seven) of the SOQ by 12:00 noon on May 4, 2023**. **In addition to the hard copies, submittals should include a thumb drive with PDF files of the SOQ.**

Delivered or hand-carried submittals must be delivered to the City Clerk at the address given below. On the submittal package, please display: firm name, project number, and/or project title.

Interested teams are invited to respond in writing to:

Annie Meredith, City Clerk
310 N. 4th Street (mailing)
Kingman, Arizona 86401

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 and time
- The number of originals and/or copies of the submittal specified
- Adherence to maximum page requirement
- Certifications Signature Form

Adherence to the maximum page criterion is critical; each page side (maximum 8 ½ by 11-inches) with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages.

SECTION IV–SELECTION PROCESS AND SCHEDULE

A Selection Committee will evaluate each SOQ according to the criteria above and ranking will be based solely on qualifications of the firm/team. The selection panel will produce a rank-ordered list of at least the top three, but no more than five, firms. Interviews will not be conducted as part of the selection process. The City intends to enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

The following tentative schedule has been prepared for this project:

Pre-submittal Meeting	<u>April 27, 2023 @ 9:00 AM</u>
SOQ submittal date	<u>May 4th, 2023 by 12:00 PM</u>
Firms notified of selection on or before	<u>June 1st, 2023</u>

Instructions. The City of Kingman shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Qualifications holders.

Firms who pick up a copy of the Request for Qualifications packet or are sent a copy through the City of Kingman's Public Works Department will be included on the Request for Qualifications Holders List. Firms receiving a copy of this packet through any other means (including the City of Kingman website) must register as a Request for Qualifications holder at the Public Works Department or call (928) 692-3117 to register by phone.

Any person or firm desiring to submit a protest in connection with the procurement shall follow the procedures stated in Arizona Revised Statutes 34-603 J.

City Rights. The City of Kingman reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received.

Questions. Questions pertaining to the consultant selection process or contract issues should be directed to the City of Kingman's Public Works Department at: Curtis Larsen, Project Manager, clarsen@cityofkingman.gov .