

MARICOPA COUNTY PROCUREMENT CODE



ARTICLE 5 PROCEDURES MANUAL

MARICOPA COUNTY ARTICLE 5 PROCUREMENT OFFICERS & DEPARTMENTAL
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**MARICOPA COUNTY
PROCUREMENT CODE
ARTICLE 5**

**“PROCUREMENT OF CONSTRUCTION AND
RELATED ARCHITECT/ENGINEER
CONSULTANT SERVICES”**

April 2020

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Chapter I – Procurement Plan

PROCEDURES MANUAL ADMINISTRATIVE PROCEDURES

The Procedure Manual provides detailed administrative and procedural directive for execution of Article 5 of the Maricopa County Procurement Code. The information contained within this manual is intended to be used as a guide; however, some sections are required to be implemented as stated. The mandatory directive will be indicated.

This manual contains a section entitled *Summary of Page Changes* to briefly identify the changes and dates of the distribution change. The *Detail of Page Changes* will clearly identify the detailed changes of the manual. Periodically changes to the manual will be issued to keep pace with modifications to the existing directive, Arizona Revised Statutes and the County's Procurement Code. Individuals tasked to maintain the currency of this procedures manual will post the changes in accordance with the *Detail of Page Changes* notices. The most current version of both of these documents will be included within the manual for future reference.

Reference is made to the Article 5 Procurement Office in both Article 5 of the Procurement Code and in this Procedures Manual. Any communication to this office should be addressed as follows:

Mail: Corry Slama, CPPO, C.P.M., CPPB
Purchasing Manager, Article V
Office of Procurement Services, Article 5
160 S. 4th Avenue
Phoenix, AZ 85003

Phone: 602-506-2248

Email: corry.slama@maricopa.gov

NOTE: DO NOT SEND CONFIDENTIAL INFORMATION OR REQUESTS VIA E-MAIL/INTERNET

The Maricopa County Procurement Code and Arizona Revised Statutes are incorporated herein by reference. Any conflict between this Manual and Arizona Revised Statute shall be governed by the applicable statute.

Article 5 Procurement Officers and Departmental Liaisons shall:

1. Procure and provide for Article 5 consultant and construction services in the manner that is in the best interest of Maricopa County considering price, quality, and other related decision points/factors.
2. Provide well-defined and consistently applied procurement methods and procedures which fully comply with applicable Federal laws, State laws, and the Maricopa

County Procurement Code while at the same time allowing for the flexibility to satisfy unusual program requirements.

3. Oversee the award of contracts to Consultants and Contractors fully meeting County requirements for quality, safety and schedule.
4. Give full support to encouraging small business enterprises and to otherwise ensure full and free competition consistent with obtaining required services in support of realistic need dates.
5. Use BidSync as the County's official E-procurement system of record for all forms and methods of Article 5 solicitations.

PROCUREMENT CODE OF CONDUCT

Procurement personnel are encouraged to freely discuss with their immediate supervisors or the Chief Procurement Officer any problem affecting compliance with the Maricopa County Procurement Code or the Article 5 Procedures Manual.

Procurement personnel shall also conduct themselves in a manner that establishes respect for Maricopa County. In all their activities, personal and/or official, procurement personnel shall always be mindful of the high standards of integrity expected of them.

Procurement personnel shall not:

1. Give, or appear to give, special favors, favored treatment, or competitive advantage to anyone in the conduct of their duties.
2. Transact business as an employee of Maricopa County with any business entity in which the employee has a direct and/or substantial economic interest.
3. Represent Maricopa County in dealings with firms or individuals who are prospective employers.
4. Ask, accept, or receive a bribe.
5. Use for personal financial gain or make other improper use of information which may come to them through their position with the County.
6. Accept from any Consultants or Contractors, or potential Consultants or Contractors, any gifts, gratuities, kickbacks, personal loans, advances, entertainment, favors, or other financial accommodations, regardless of value.

The Anti-Kickback Act of 1986 requires Consultants and Contractors be deterred from making payments and Maricopa County employees from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with any awarded contract. Additionally, the Act prohibits a person from providing, attempting to provide, or offering to provide any kickback and from soliciting, accepting, or attempting to accept any kickbacks. When an employee has reasonable grounds to believe that a violation may have occurred, the violation shall be reported in writing to the Chief Procurement Officer.

An employee engaged in any aspect of Article 5 procurement shall comply with the significant procurement role provisions of A.R.S. 41-2517 and Article 12 of the Maricopa County Procurement Code.

The Chief Procurement Officer may make exceptions to this Procurement Code of Conduct policy where the application of the policy is impractical or does not serve the best interest of Maricopa County. The employee concerned will determine if a need exists to apply for an exemption in each case.

Article 5 procurement personnel are responsible for reviewing the Maricopa County Merit Rules (Rule11).

Procurement personnel shall not knowingly do business with or assist any person or former employee who represents private interest and who appears to be using their present or former position to influence the impartiality of procurement personnel.

Article 5 procurement personnel will not intentionally or knowingly contract for or purchase any material, services, or construction pursuant to a scheme or artifice to avoid the requirements of the Maricopa County Procurement Code.

Any questions concerning the propriety of dealing with such persons shall be referred to the Chief Procurement Officer for determination and direction.

Procurement personnel shall not knowingly and/or willingly make false statements or representations in any Maricopa County files, papers or documents.

Supervisors shall immediately notify the Chief Procurement Officer of any violations of this Code of Conduct.

Departmental Procurement Liaisons shall keep Department Directors informed and keep accurate records of all procurement related matters by this plan and these procedures.

Liaisons shall observe the limits of procurement authority delegated to them.

Any Consultant or Contractor who encourages or in any manner aids, abets, assists or induces a procurement employee to violate either the spirit or the letter of this Code of Conduct shall be subject to immediate removal from the County's Article 5 Register. Violation of this Code of Conduct by any procurement employee is cause for dismissal in accordance with County Policies and Procedures and possible prosecution under applicable laws.

Maricopa County employees who act outside of their scope of contractual authority as defined herein may be personally liable for the recovery of all public monies paid plus 20% of such amount and legal interest from the date of payment and all costs and damages arising out of the violation.

STANDARDIZED CONTRACT LANGUAGE

Standardized contract language has been established for the procurement for professional and construction services. The purpose in developing standardized contracts is to ensure the contracts cover all required statutory guidance, are professional in development and content, and present a common ground for contract work. The standardized contract language has been reviewed by the principal using departments, Risk Management, and County Counsel. Therefore, standardized contract language will not be changed or modified without prior coordination with the Office of Procurement Services and the approval of County Counsel.

CONTRACT ADMINISTRATION

Departments authorized to procure or administer Article 5 contracts must establish written internal contract administration procedures. These procedures will identify who, by position and title, is responsible for the various contract functions such as, but not limited to, coordination of work priorities, review and acceptance of contract deliverables, payment approval and retention monitoring, general correspondence, chairing and documenting contract meetings, change order authorization in accordance with the Procurement Code, accuracy and completeness of contract files and subcontractor notification, when required.

CONTRACT FILES

Contract files are public records and, as such, must be maintained in accordance with State statutes, regulations, rules, and procedures in addition to approved County (or other applicable policy) Records Retention Plan. The office of Procurement Services will establish and maintain contract files for all procurement files relating to procurements accomplished by OPS. Each department will establish file procedures documenting file contents and maintenance for delegated procurement actions completed at the departmental level and shall furnish reports each six months on any delegated procurement activity in accordance with the format contained in the Chief Procurement Officer Award Reporting sample. Article 5 Procurement Officers and Liaisons are responsible for reviewing their individual contract file for completeness prior to recommending an award. Typical file content for several type procurements are listed in the SAMPLE FILE FOLDER PLANS section.

CHIEF PROCUREMENT OFFICER APPROVAL

In accordance with the Maricopa County Procurement Code, the Chief Procurement Officer may approve Contracts up to \$500,000, with the exception of Sole Source, Competition Impracticable, and Emergency Contracts where the limit is \$100,000. Although no Board award action is necessary for these types of awards, the Article 5 Procurement Officers must follow the County's (or other applicable policy) records retention policy/plan when contracts are awarded by the Chief Procurement Officer.

The Office of Procurement Services will be responsible for tracking the contracts awarded under the Chief Procurement Officer's signature. In those cases where authority has been delegated, the department exercising delegated authority shall track all these requirements. Department's delegated Article 5 procurement authority will also submit a report each six months to the Chief Procurement Officer (as shown in the SELECTION CRITERIA AND FORMS section).

SOLICITATION REQUIREMENTS

Maricopa County shall provide identical information concerning a proposed procurement to all prospective proposers or bidders. County personnel shall not provide an unreasonable advantage of any solicitation to any prospective proposer or bidder.

With the exception of solicitations specifically identified as being for information or planning purposes, any bids, proposals or quotations shall only be solicited when there is a definite intention to award a contract. Solicitations shall not be used for informational or planning purposes without being expressly identified as such.

Article 5 Procurement Officers and Departmental Liaisons shall give wide distribution to written information advising potential consultants and contractors about how to register with Bidsync, the County's E-procurement vendor, who to contact within the County for information as to procurement requirements, and any other information to facilitate and encourage competition.

In addition to the debarment provisions set forth in Article 9 of the Procurement Code, no contract shall be entered into with a bidder or offeror if that bidder or offeror is a party to or an expert witness in litigation against Maricopa County or a County special district unless the Board of Supervisors has granted a waiver. This prohibition shall continue until the entire litigation has been dismissed with prejudice or all appeals have been taken and a final decision reached. This restriction also applies to major scope of work changes and also to new work on an on-call type contract.

If a bidder or offeror is a witness in litigation involving Maricopa County or a County special district, but is not designated as an expert witness, the bid or offer may be rejected upon the advice of counsel that it is not in the best interests of the County or County districts to enter into a contract with that bidder or offeror at that time.

MULTIPLE CONTRACTS FROM A SINGLE SOLICITATION

For professional services that are provided by a technical registrant, the County may procure and award multiple contracts from a single solicitation under Arizona Revised Statutes, Title 34.

Each of the multiple contracts for professional services must have a term not exceeding five years and may continue in effect after the five-year term for professional services on projects commenced within the five-year term.

Except for horizontal construction, multiple professional services contracts for construction-manager-at-risk construction services, design-build construction services or job-order-contracting construction services may be procured in a single solicitation as provided Arizona Revised Statutes, Title 34 as follows:

1. Solicitations for multiple contracts for professional services shall include in the publication:
 - a. that multiple contracts may or will be awarded,
 - b. state the number of contracts that may or will be awarded, and
 - c. describe the services to be performed under each contract.
2. There shall be a separate final list for each contract and a separate contract negotiation for each contract.
3. However, if the solicitation specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single final list and a single negotiation for all of the multiple contracts. All the multiple contracts may be awarded to one contractor or the multiple contracts may be awarded to multiple contractors.

REGISTERS

Professional Service Registers

Registers are lists of consultants who desire to perform specific categories of work for the County in accordance with the Code and this Manual. The register is not a pre-qualification of the consultant for work and no warranty as to quality is given by Maricopa County of any person or firm listed on the Register. In addition, these consultants have provided evidence of their professional qualifications to perform the tasks related to the category within which they desire to be considered.

The following categories of registers will be maintained:

- Architects
- Engineers, by discipline
- Appraisers
- Geologists
- Archaeologists
- Landscape Architects
- Construction Cost Estimators
- Construction Managers
- Land Surveyors

Other categories may be added at the discretion of the Office of Procurement Services' Chief Procurement Officer.

The formal register file will be maintained at a location determined by the Chief Procurement Officer and is currently on BidSync.com. Registers will be updated

annually during the County's first fiscal quarter or whenever a consultant submits a change.

Construction Registers

Construction registers will also be maintained through BidSync.com. This register is not a pre-qualification of the consultant for work and no warranty as to quality is given by Maricopa County of any person or firm listed on the Register.

EVALUATION CRITERIA

Each evaluation committee shall use standardized evaluation criteria currently listed in each solicitation template unless prior approval is obtained by the Chief Procurement Officer or Department Director (if delegated authority for procurement has been granted to the department). Evaluation Committees shall be recommended by Procurement Liaisons to the applicable Department Director, and if requested by the Office of Procurement Services forwarded to the Chief Procurement Officer for approval. Evaluation committee member participants shall be recommended by the respective department. Any disagreement to the Evaluation Committee make up shall be resolved by the Chief Procurement Officer (or his designee) and the requesting departmental director (or his designee).

General Guidance

Once evaluation criteria have been formally identified and advertised for a specific solicitation, and prior to the due date of offers (as identified in the solicitation), the evaluation criteria may be revised only by a published addendum issued to all prospective offerors.

WITHDRAWAL OF A FINAL LIST CONSULTANT

(See the individual procurement method for specific information.) Generally, if a firm or individual that has been placed on a final list elects to withdraw from the selection process, the individual or firm may be replaced under the following conditions:

- A. The replacement is in the best interest of the County.
- B. The next ranked firm from the original rank-ordered list is used.
- C. A memo documenting the substitution request (with supporting rationale) is prepared by the Department Liaison or Procurement Officer and is approved by the Department Director. The memo shall be placed in the contract file.

PROCUREMENT REVIEW

Each departmental Liaison, or an OPS Article 5 Procurement Officer, shall review and recommend all department Article 5 procurement actions prior to approval by the Department Director and/or prior to submission to the Chief Procurement Officer or Board of Supervisors for approval.

ON-CALL CONSULTANT CONTRACTS

On-call contracts are for the convenience of the County to provide professional services when it is neither timely nor cost effective to conduct a register based selection.

Assignment Sheet. All tasking of consultants who hold an “on-call” type contract will be accomplished via an assignment sheet or a formal notice to proceed. A suggested form is included in the FORMS section of this manual. While use of the suggested form is not mandatory, forms developed by departments must be used by the entire department. (No branch/section level forms.) Locally developed forms must include the following items: Scope of Work noted in sufficient detail to define and to allow successful completion of the task (alternately, a Scope of Work document may be referenced in the assignment sheet), Negotiated Fee based on contract fees, completion date, signature blocks indicating departmental budget approval, department “agent” (project manager) approval, Liaison approval (if required by the Department Director), and Department Director approval. Each work assignment is, according to A.R.S. Title 34, a contract and as such shall not exceed \$500,000 for all Professional Services and/or \$250,000 for Architectural Services. Work assignments shall not be artificially divided or fragmented to avoid this limit. An assignment is considered incomplete/non-binding without signatures in all the blocks. Electronic approval routing processes are considered a suitable substitute for physical signatures.

Assignment Completion (For Horizontal Work only). Each assignment will be considered complete when the consultant submits a Certificate of Performance (COP) for the assignment, a request for final assignment payment, and the work is accepted by the County or District. The consultant may submit the COP for each assignment without the notary requirement, however, the contracts final COP must be notarized.

Any work specified in a work assignment, which commenced prior to the expiration date of the contract, shall be satisfactorily completed within the performance period of the contract. If an extension of the Performance Period is granted as provided in contract, the performance period of the contract shall be automatically extended to allow for the satisfactory completion of such work.

Contract Maximums. The maximum contract amount for register-based on-call consultant contracts is \$250,000.00 for architects and \$500,000 for other professional services. If an on-call contract involving a greater amount of fiscal authority is required, a formal advertisement and solicitation must be released. The procedures of MCI-504 apply.

On-Call Contract Duration. The maximum duration of an on-call contract is five years. The Chief Procurement Officer or the Board of Supervisors/Directors must approve the total value of the five-year contract but will not need to approve each renegotiation of fees.

On-Call Contract Fees. The rates for the on-call contract are established for the initial term of the contract. Rate escalation may be considered annually on a case-by-case basis at the discretion of the department with the concurrence and approval of the Chief Procurement Officer or his designee. Departments should only consider rate increases when supported by documentation of actual increases in a consultant's costs of doing business that make the contract terms unconscionable for the consultant, and where it is in the department's best interest to retain the consultant's services. Memorandums must be kept in the contract file for each renegotiation.

CONTRACT RETENTION

Retention may not be withheld on consultant contracts.

Until a construction contract is 50% complete, Arizona Revised Statutes 34-221 and 34-609, indicate the County must retain 10% of the amount payable to the contractor in order to ensure the contractor completes the work. In other words, from the contract completion percentages of 0 - 50% for each pay application, the County will hold 10% of the amount payable to the contractor until such time as A.R.S permits the County to release the funds originally withheld.

However, after the construction contract is greater than 50% complete, the original 10% retainage may be reduced to 5% and "no more than 5% of the amount of any subsequent progress payments made under the contract may be retained if the contractor is making satisfactory progress on the project, except that if at any time the owner determines satisfactory progress is not being made, 10% percent retention shall be reinstated for all progress payments made under the contract....."

Going forward and considering the County's new Enterprise Financial System (Advantage 3.10 – CT5 documents), when these retainage amounts are required to be set up at the contract level the Office of Procurement Services will enter the contract data in Advantage 3.10, or when departments submit an Article 5 Contract Load Request form.

Unless departments indicate otherwise on their contract load request forms or their recommendation for award approval letters submitted to the Office of Procurement Services, retainage amounts for applicable construction type contracts will be automatically set up, in accordance with A.R.S, to retain the following percentages based on contract completion percentage milestones, (NOTE: This applies to Design-Bid-Build; Construction-Manager-at-Risk; Simplified Construction, and Limited Scope Construction.

No retention may be withheld for Job-Order construction, and the Article 5 department may elect to have no retention for Construction-Manager-at-Risk and Design-Build construction services contracts, in accordance with A.R.S. 34-609):

Contract Completion Milestone	Percentage Retained
.01-50%	10%
50.01-100%	5%

Article 5 departments will be responsible for notifying the Office of Procurement Services when to maintain the 10% retainage percentage and/or release retainage amounts based on the satisfactory or non-satisfactory progress of the contractor.

Securities in Lieu of Retention may be used in accordance with A.R.S. Title 34. In lieu of the retention provided in this section, the County, at the option of the contractor, shall accept as a substitute an assignment of time certificates of deposit of banks licensed by this state, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities and school districts within this state or shares of savings and loan associations authorized to transact business in this state, in an amount equal to ten per cent of all estimates that are retained by the agent as a guarantee for complete performance of the contract.

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

Current certificates of insurance must be maintained at all times in the contract file(s). While not required or a responsibility of the County, it is good business practice to advise a consultant/contractor when their insurance is about to expire. If this notification is made, the notice should include a statement to the effect that if the insurance is not renewed, the failure to provide an updated or current certificate of insurance will constitute a material breach of the contract. If a notification is not given and the contractor's insurance expires, immediate formal notification is required to protect the County. Original certificates of insurance must be maintained in the contract files. Initially, a faxed copy of the certificate of insurance is acceptable; however, it should be followed up with an original copy.

Copies of the County's certificate of insurance for both consultants and contractors are part of the consultant and contractor boilerplate language.

INSURANCE COMPANY RATING

Only insurance firms with a B++ or better rating will be accepted. Procurement Officers/staff may check insurance company ratings at www.ambest.com by searching with the insurance company name.

INSURANCE LIMITS

Minimum insurance policy limits are included as part of the Consultant and Construction Contract Boilerplates/Templates. The policy limits have been coordinated with Risk Management. While these policy limits are “standard,” Procurement Officers are expected to exercise reasonable professional judgment when risk factors or contract values are atypical. Procurement Officers are responsible for contacting Risk Management and obtaining their concurrence before changing any insurance limits. Alternate insurance/indemnification requirements may be established on a contract-by-contract basis with the consultation and concurrence of Risk Management.

CONTRACT CLOSEOUT

All Article 5 contracts will be formally closed out by the department. For any procurement authority delegated to a department, each department will be responsible for contract closeout procedures, which should include at a minimum:

1. Ensuring the contract file includes original copies of all essential contracts and contract procurement information.
2. Ensuring any encumbered contract money is released (use standard County financial form).
3. Ensuring As-Built information is entered into the department formal record series based on each department’s formats and formal requirements.
4. Ensuring all releases of claims (e.g., Certificate of Performance, Certificate of Occupancy, etc.) are signed and filed in the contract file.
5. Ensuring Unconditional Waiver and Release on Final Payment (Building Projects Only) is obtained and filed in construction contract file.

AUDIT/REVIEW OF DEPARTMENT PROCUREMENT ACTIONS

Periodically, the Office of Procurement Services will direct a review and/or audit of procurement records to ensure that departments are meeting the requirements of the Procurement Code and this Manual. The specific purpose and timing of the review will be noted in a memo from the Office of Procurement Services Chief Procurement Officer to the Department Director.

DISPUTE RESOLUTION

Any protest or dispute shall be resolved in accordance with Article 9 of Maricopa County’s Procurement Code. Consistent with Article 9 of the Maricopa County Procurement Code, dispute resolution procedures may be other than those specified by Article 9, provided that the contracting parties agree and those dispute resolution agreement is authorized by Arizona Revised Statutes.

PRE-AWARD AUTHORITY

Board approval is generally requested prior to solicitation in order to expedite the award of a construction contract provided the lowest priced, responsive, responsible bid does not exceed the final Engineer's Estimate, by more than 10%, or project budget construction estimate. The Estimate(s) is/are a critical element of this process and is essential for fiscal control and proper discharge of the County's fiduciary responsibility.

The intent of this process is to reduce the amount of time between the decision to release a solicitation and award the contract.

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

Notwithstanding mandatory federal and/or state requirements, it is Maricopa County's practice to provide small businesses reasonable opportunity to participate in the County's solicitation process and to be considered to fulfill the requirements for various commodities and services.

DEBRIEFS FOR NON-SELECTED FIRMS

The Federal Acquisition Regulations System (FARS) provides guidance for debriefing non-selected firms. The consultant may request a debrief in writing (or verbally) after the award. Award of a contract occurs when the contract is fully executed. Debriefings may be done orally by the Procurement Officer with any committee members. At a minimum, the debriefing may include the agency's evaluation of the consultant's proposal, a summary of rationale for not selecting the consultant, and any reasonable responses to relevant questions about the selection. The debriefing does not have to disclose the rankings or scores.

RESPONSIBILITIES – DEPARTMENTAL/OFFICE OF PROCUREMENT SERVICES

Responsibility and authority for procurement activities in Maricopa County is delegated to the Office of Procurement Services by and through the Maricopa County Procurement Code adopted by the Board of Supervisors in March 1987 and as periodically amended thereafter.

PREPARATION OF SPECIFICATIONS BY PERSONNEL OTHER THAN COUNTY PERSONNEL

Any waiver requested under MC1-409 (PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN MARICOPA COUNTY PERSONNEL) shall be submitted in writing to the Deputy County Manager for evaluation and a determination as the delegated individual for these issues by the Chief Procurement Officer. Waiver requests should be submitted at the same time as any responses to a solicitation for which the waiver is applicable.

CHAPTER II - DESIGN, CONSTRUCTION, AND DESIGN-BID-BUILD

This chapter outlines the procedures that have been most commonly used by the County since the creation of the Maricopa County Procurement Code. New construction in the County has normally occurred in two phases: 1) Design 2) Construction. The Arizona Revised Statute guidance on the design and construction of public buildings now uses a term called Design-Bid-Build. This term amounts to the County's standard design and construction practices. Only the term "Bid" has been added. The County has routinely referred to this action as part of the construction process.

SECTION 1 - GENERAL INFORMATION

APPLICABILITY

This section outlines the process to be used in selection and fee negotiation for consultant services for all Maricopa County Governmental Units.

ARCHITECT, ASSAYER, ENGINEER, GEOLOGIST, HYDROLOGIST, LAND SURVEYOR AND LANDSCAPE ARCHITECT CONSULTANTS

The selection of consultants must be based on qualifications. Factors to be considered may include: Corporate experience, Qualifications of staff personnel proposed for the project, References from previous work, Specific approach and understanding of the project, Capability of undertaking the work, Ability to provide required insurance, etc. Fees cannot be a factor in selection.

OTHER PROFESSIONAL CONSULTANTS/SERVICE

Appraisers may be procured in accordance with either Article 3 or 5 of the Maricopa County Procurement Code. When Appraisers are procured in accordance with Article 5, use the standardized evaluation criteria contained in the SELECTION CRITERIA AND FORMS section of this Manual.

REGISTER OF QUALIFIED CONSULTANTS

Using BidSync and National Institute of Governmental Purchasing (NIGP) Codes, the County will maintain a register of consultants that have expressed an interest in performing work for the County and, through BidSync, have provided evidence of their professional qualifications for such work. The register may be categorized to reflect the consultant's primary field of expertise. The County will maintain an electronic register containing qualification information for each consultant desiring to be included in the register. The County will notify each consultant listed on the register annually of their status and invite them to update their professional qualifications.

Using BidSync and NIGP Codes, the County will also maintain an Article V Register of Contractors who have expressed an interest in performing work for the County. BidSync is not segregated by those firms only interested in Simplified Construction or Limited Scope Procurement.

In addition to publication in the official newspaper of record for the County, a public advertisement may be placed in a major newspaper of general circulation in the Phoenix area inviting consultants or contractors to apply for inclusion on the County consultant or contractor register. (Follow the advertisement schedule as noted in Section 2 of this chapter.)

**THE ELECTRONIC REGISTER WILL BE CONTAINED IN BIDS SYNC AS THE
COUNTY'S OFFICIAL ELECTRONIC PROCUREMENT SYSTEM.**

Article 5 Procurement Officers or departmental Liaison who are first time users of BidSync and who need to have a User Name and Password to access BidSync should contact the Office of Procurement Services to obtain a user name and password.

***SECTION 2 - SELECTION AND AWARD OF CONSULTANT CONTRACTS
EXCEEDING \$250,000.00 FOR ARCHITECTS AND \$500,000 FOR ALL OTHER
PROFESSIONAL SERVICES***

Non – Architectural Professional Services contracts exceeding \$500,000.00 are required to be advertised and competitively solicited in BidSync as a formal request of qualifications. Additionally, architectural contracts exceeding \$250,000 are required to be advertised and competitively solicited in BidSync as a formal request of qualifications.

MULTIPLE CONTRACTS

Multiple contracts for professional services may be procured under a single request for qualifications solicitation. The public notice and request for qualifications shall state the number of contracts that may or will be awarded and shall describe the services to be performed under each contract.

There shall be a single selection process for all of the multiple contracts, except that for each contract there shall be a separate final list and a separate negotiation. However, if the request for qualifications specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single final list and a single negotiation for all of the multiple contracts.

PUBLIC NOTICES

A formal public notice shall be issued notifying firms who have previously indicated an interest in providing the professional services related to the construction, remodeling and/or reconstruction of public facilities and structures. The public notice identifies:

1. Nature or description of contract work
2. Contract number (determined by department procedure)

3. Due date and time
4. Physical location for receipt of responses
5. Whether interviews will be held with the final list firms
6. County contact name, address, and phone number - an e-mail address may be provided if desired

Prior to publication, the public notice should be reviewed by the requesting party (usually the Project Manager) in order to verify the information accurately reflects their requirements and meets their schedule. The notice must be published in the County's recognized legal newspaper.

Two separate legal advertisements are required -- one each week for two consecutive weeks. The first advertisement must be a minimum of 21 days (or up to 30 days) prior to the Statement of Qualification (SOQ) due date. The legal newspaper will send an official, notarized copy of the advertisement to verify the dates it was published. For solicitations released by the Office of Procurement Services, this verification will be maintained by the Office of Procurement Services. For delegated procurements performed by departments, the advertisement/proof of publication must be maintained in the contract file.

There is no limitation to where public notices can be advertised; professional magazines, trade journals, or professional organizations are all appropriate. Judgment must be used in determining the benefits of advertising costs above and beyond the minimum required legal newspaper publication.

REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTION PACKET

The Public Notice will give only basic information regarding the solicitation. Interested firms may visit BidSync.com in order to obtain further information on the RFQ submission format, instructions, scope of work, and solicitation terms. These instructions are based on standard County requirements with specific project requirements as identified by the Project Manager. These criteria are included as a form in the SELECTION CRITERIA AND FORMS section of this Manual.

The solicitation packet must include the evaluation criteria defined by the County with the relative weight of the selection criteria and must state the number of persons or firms to be included on the final list. For a horizontal construction project, at least three but not more than five persons or firms shall be on the final list. In all other projects, three persons or firms shall be on the final list. If multiple contracts are being procured under a single solicitation the number to be interviewed shall be at least three and not more than the number of contracts plus two.

The Project Manager has a range of points, which may be assigned to each criterion. The Procurement Officer or departmental Liaison assists the Project Manager in identifying the points for each criterion and approves the final points determination.

Using BidSync, the Procurement Officer or departmental Liaison will ensure all firms are notified of amendments to the solicitation.

PRE-SUBMITTAL MEETING

The primary objectives of a meeting should be to:

1. Introduce the selection committee and identify project partners,
2. Provide potential interested firms an understanding of the project to include any special requirements,
3. Receive and adequately answer questions regarding the project prior to the SOQ due date and
4. Encourage the use of small business enterprises in the solicitation process.

Minutes of the pre-submittal meetings, including attendance, may be provided to all plan holders. (Refer to the SELECTION CRITERIA AND FORMS section of this Manual for the sample sign-in sheet.)

EVALUATION CRITERIA

Suggested evaluation criteria are listed in the SELECTION CRITERIA AND FORMS section of this Manual. The specific questions under each major category may be altered, or deleted and new questions may be added in order to support the individual requirements of each solicitation. However, major headings and their relative weighting shall be maintained.

In accordance with Arizona Revised Statutes, fees, price, man-hours or any other cost information cannot be used in the selection process (except for appraisers, construction managers, and cost estimators).

Each committee member must score, rank, and sign their respective evaluation forms. All evaluation forms must be retained in the contract file for historical information. During the procurement and before the award, all statements of qualifications shall be kept confidential until the award of the contract unless the County's/District's records retention policy and/or Arizona Revised Statutes dictates otherwise. Upon award of the contract, only the statement of qualification for the awarded firm is necessary to be retained in the contract file. A Procurement Officer may decide to keep all SOQs during the project but the non-selected SOQs should be discarded when the contract file is closed and sent to storage.

EVALUATION COMMITTEE

Each consulting contract shall have its own evaluation committee consisting of at least three persons who have been previously approved by the respective departmental director. At least one of the committee members must be qualified in the discipline to be procured. The evaluation committee shall include members from multiple work units to the maximum practical extent. The responsible Procurement Officer or departmental

Liaison will act in an oversight capacity as the evaluation committee chairperson verifying the scoring process and overall evaluations are consistent with Arizona Revised Statutes and the Maricopa County Procurement Code.

Prior to the evaluation process, the Procurement Officer will ensure the evaluation committee members fully understand their responsibilities during the evaluation. These responsibilities include:

1. Evaluation based on published criteria only
2. Avoidance of the appearance of bias or conflict of interest
3. Preservation of integrity of evaluation process
4. No leading questions asked of firms during interviews
5. No correspondence or communication with firms without providing the same information to all of the firms
6. No preferential treatment
7. Same basic questions asked of all firms
8. Prohibition against exerting undue influence on other members of the evaluation committee – this should be emphasized in committees that include members who have a supervisor-employee relationship

A copy of a typical notification memo sent to the consultant evaluation team committee members is included in the SELECTION CRITERIA AND FORMS section. This form or a similar form should be sent to the evaluation team members to ensure they understand the selection process and timing. If the selection committee includes members from outside the department or staff that have professional outside employment those members should complete the Confidentiality and Conflict of Interest Certification Form. This form is included as the third page of the notification memo.

FINAL LIST PROCESS

Once SOQs are received by the Procurement Officer or departmental Liaison, they are distributed to the evaluation committee members with a score/ranking form. The published criteria should also be included to ensure each committee member is aware of the evaluation criteria.

Committee members must first independently review and evaluate each SOQ and then meet to develop the final list. During this meeting, the scores and rankings should be reviewed and compared. Significant deviations should be noted and discussed by the committee to ensure all appropriate information is considered by the committee. Final calculations are individually made and each member ranks the respondents based on their final score.

The Procurement Officer or departmental Liaison is responsible for summarizing the evaluation committee's scoring and then ranking the Respondents based solely on the results of the independent scores of the evaluation committee members. The top ranked Respondents shall be placed on a final list for further consideration. In

accordance with the Public Notice or the solicitation issued by the County, the committee, with the concurrence of the Procurement Officer or departmental Liaison, must decide whether to proceed with negotiating with the highest ranking firm(s) or interviewing the highest ranking firm(s). The number of final list firms selected may vary depending upon the scope of work and the responses received. However, the total number of qualified final list of respondents must include at least two more than the number of contracts contemplated to be awarded.

Upon determination of the final list, the Committee Chairman (usually the Procurement Officer or departmental Liaison) will draft a memo to the Department Director. The letter will identify the final list of firms and ask for concurrence to proceed with negotiations or conduct evaluation interviews. If the Department Director selection differs from that of the committee, written justification will be prepared and forwarded to the Procurement Officer or departmental Liaison and Chief Procurement Officer for approval.

NEGOTIATIONS

If the committee decides no interviews are necessary, negotiations may proceed with the highest-ranked final list firm. See “Fee Negotiations” for further information.

INTERVIEWS

The final list firms may be invited to participate in an evaluation interview and further technical information may be requested. This requested information may include their planned performance, professional qualifications and location of the specific staff proposed for the work, professional approach to the project, etc. There should be an appropriate amount of time allotted for the final list firms to properly prepare their technical proposal and prepare for the interviews.

Interviews may be held at either the Consultant’s office or County offices, as desired by the Evaluation Committee. A pre-proposal meeting and/or tour may also be conducted prior to the proposal due dates if it is determined that it would be helpful for the Consultants.

The Evaluation Committee must be consistent in their approach to the separate interviews. The questions asked, time allotted, and agenda should be the same for each firm.

The Committee may, with the Procurement Officer’s oversight, check each Respondent’s quality of performance through references and other outside inquiries as necessary. No discussion of proposed fees is permitted during the evaluation process.

FINAL SELECTION

Upon completion of the interviews the Evaluation Committee will meet in order to score the interviewed firms and identify the highest scoring, responsive, responsible firm. The Committee must reach a clear consensus on their decision of the selected firm. The Procurement Officer or departmental Liaison is responsible for summarizing the evaluation committee's scoring and ranking the Respondents based solely on the results of the independent scores of the evaluation committee members. Based on the Committee's findings, a memorandum will be drafted recommending to the Department Director a ranking list of firms in order of their desirability for each contract.

The final selection of the firm(s) with which to open negotiations will be made by the Department Director based on the recommendation and information provided by the Committee. If the Department Director's ranking differs from that of the committee, written justification will be prepared and forwarded to the Chief Procurement Officer for final approval.

FEE NEGOTIATIONS

Before the selected Respondent is contacted for a priced fee proposal, the Project Manager should generally have a level of effort and/or cost estimate. The estimate should include separately identifiable line items, estimated hours to complete the project and other relevant cost information, as well as any specific milestones. Such estimates will not apply for most on-call service contracts.

After the estimate is established, the selected firm will be requested to submit a level of effort and/or priced fee proposal. The Project Manager, coordinating with the Procurement Officer or departmental Liaison and other staff as needed, shall negotiate level of effort and cost with the selected Respondent until a mutually-acceptable proposal is met. Should the negotiating team be unable to negotiate a mutually-acceptable proposal, the Procurement Officer or departmental Liaison in consultation with the Department Director will evaluate terminating negotiations with the first selected Respondent.

The County's intent is to negotiate a fair and equitable reimbursement for the Consultant's reasonable direct labor costs, overhead (including general and administrative expenses, and benefits), sub consultants and other direct costs (ODC) while allowing them to make a reasonable profit. The County considers costs to be "reasonable" if, in its nature and amount, it does not exceed that, which would be incurred by a prudent person in the conduct of competitive business. When determining profit, risk should be considered.

The following framework may apply, with equivalent schedules prepared for each sub-consultant:

Direct Labor Costs

Direct labor costs are the actual total compensation of the personnel (including principals or partners, if applicable) who will be directly charging time to the contract. Generally, the Respondent will be required to submit a certified payroll to the Procurement Officer or departmental Liaison; the Procurement Officer or departmental Liaison will verify that proposed fees are at or below certified payroll levels and may additionally consult market labor statistics. If a Consultant's payroll rates are deemed to be excessive in comparison to market rates, or otherwise contrary to the County's interests, the negotiating team may stipulate lower rates. Should a Consultant house multiple staff in a given labor category, fee schedule rates may represent average rates, or not-to-exceed rates.

Overhead

The Federal Acquisition Regulations should be consulted in determining allowable overhead. Overhead is generally inclusive of the following unless otherwise accounted for in the audit of the firm's expenses:

1. The salaries of personnel in the executive and administrative salary pool other than those identifiable salaries included in salary cost, and expenses included and reimbursable and non-salary expenses, plus salaries or imputed salaries of partners and principals, to the extent that they perform general executive and administrative services.
2. Benefit costs to the Consultant.
3. Business taxes and insurance, other than those included in salary cost, but excluding state and federal income taxes.
4. Office space, including light, heat, cooling, and similar items.
5. Depreciation allowances or rental for furniture, drafting equipment, and engineering instruments.
6. Transportation expenses, including corporate automobile expense, and maintenance.
7. Office, printing, and drafting supplies.
8. Education and professional development (may include cost for consultant employee's attendance at technical conferences).
9. Communication expenses, including telephone, telegraph, and facsimile, with the exception of those long distance calls directly chargeable to a specific project.
10. Professional expenses, including fees for memberships in professional organizations.
11. Interest and finance.
12. Proposal preparation, preliminary arrangements for new projects, or like expenses.
13. Computer expenses, exclusive of salary cost of operation for specific projects, but inclusive of all other related computer operation expenses. If otherwise provided for in the cost allocation plan of a firm (such as direct project expense), the District reserves the right to review and approve such expense allocation and amount at the time of fee negotiation.
14. Graphic and engineering supplies.
15. Reproduction and photo expense, including use of copier for work not specified as a direct expense.

16. Postage, messenger, delivery and freight expenses other than those chargeable to a specific project.
17. Outside and temporary help.
18. Outside services – reproduction and printing, other than those costs directly chargeable to the project.
19. Equipment rental.

Direct Non-Salary Expenses

These expenses will be identified by Consultants on a project-by-project basis and may include, but are not necessarily be limited to, the following:

1. Living and traveling expenses for principals and employees when away from the home office on business connected with the project, either actual expenses or a negotiated per diem rate.
2. Identifiable communication expenses, such as long distance telephone calls, telegraph, and express mail charges incurred for the project.
3. Services directly applicable to the project, such as legal, accounting, special consultants (including subcontractors), borings, laboratory charges, commercial printing and binding, and similar costs that are not applicable nor have been included in general overhead.
4. This may also include “special” computer costs where the project requirements are such that a specific program purchase or additional computer equipment, such as rental, is necessary and identifiable. Any personnel time required in the application of specific programs will be charged as a salary cost. The County may request additional information regarding computer charges during the fee proposal and negotiation phases to ensure the cost effectiveness of the charges in relation to the project objectives and that the charges are not included in general overhead.
5. Reproduction and printing services directly related to the project and identified by a specific deliverable, such as reports, plans and specifications.
6. Mileage authorized for reimbursement under these types of contracts shall be measured by the distance from the project site to contractor’s home office, or the engineer’s or architect’s residence, whichever is less.

The following expenses are unallowable for inclusion in the Consultant’s overhead (indirect salary) expenses:

1. Entertainment or advertising.
2. Time spent for participating in civic and charitable activities.
3. Bad debts, including interest, and charges for legal and collection fees.
4. Cost of life insurance policies where corporation is named as beneficiary.
5. Employee recreation and/or morale enhancement.
6. Property taxes on other than the property primarily occupied by the corporation.
7. Fines, penalties or other payments for violations of whatever kind or description.
8. Errors and omissions payments in settlement of claims or judgments.
9. Contributions and gifts.

Profit

Allowable profit will be determined on a project-by-project basis, considering risk to the Consultant as appropriate. Profit will be applied to direct project costs, but not to direct non-labor expenses.

Estimated Man-hours

Listings of the man-hours proposed to be directly spent on the project by non-overhead, project personnel involved in each major task/phase/additional service/post design category are to be included in the fee proposal. It may be helpful to the Department to have these totaled by tasks and personnel classifications. When a sub consultant is being employed for the work, the Consultant will include a separate task for sub consultant project management or otherwise account for necessary management functions in the Consultant's task hours. No additional markup by the Consultant will be allowed on work performed by sub consultants.

Scheduled Project Man-hours

A tabulation of the Consultant's/Sub consultant's estimated direct project man-hours, by project personnel classification, on a month-by-month basis, may be required. This is helpful for the Department to project monthly expenditures, but the Consultant should not be contractually restrained to this projection.

Cost Proposal Summary

Under the "direct labor" classification, the labor classifications must match the personnel classifications contained in the Consultant/Sub consultant Estimated Man-hours. It is intended that all personnel/personnel categories (other than overhead-type personnel) who will be directly involved in the contract scope of work be included.

Estimated man-hours should be the same as the individual and total categories listed in the "Consultant/Sub consultant Estimated Man-hours" sheet.

The hourly rate shall reflect:

1. The actual hourly rates of identified key project personnel; and
2. The average hourly rates for all other personnel classifications at the office where the work will be performed.

All components (salary fringes, General & Administrative overhead and net fee percentage) of a consulting firm's overall multiplier will be subject to review and approval by the County during the contract negotiation stage. Unless specifically called out within the contract, the County will not entertain increases to any component of a Consultant's overall multiplier during the performance of a contract.

The County will negotiate the estimated expense categories for both Consultant and Sub consultant. Backup documentation may be requested by the County.

Expense itemization, during the negotiation stage, must be compatible with the amount of direct expenses being proposed by the Consultant, and will vary with both the amount and type of the Consultant's contract assignment.

If an outside service does not involve the Consultant's use of a professional services/Sub consultant, this type of consultant cost must be included within the direct expenses category (not to include Overhead and profit).

All major professional Sub consultant services being proposed by the Consultant must receive the same level of detail as the Consultant's fee proposal.

This fee proposal will be reviewed by the negotiation team.

If negotiations cannot be successfully completed because agreement cannot be reached on the standard contract language or on the fee proposal, negotiations with that firm will be terminated upon written approval of the Department Director. The firm will be notified in writing that negotiations are terminated. Negotiations will then be opened with the next ranked firm, or the selection process will be repeated.

Upon successful completion of negotiations, the contract will be issued for signature by the Consultant and the Board. (See specific Department Procedures for development and processing of an Agenda Item for Board approval.)

AWARD

The contract is officially awarded upon execution by the Consultant and the Board. At time of award the Consultant should be reminded in his award letter that the schedule is of utmost importance. (See the Forbearance of Past Due Contracts for example of award letter.)

SECTION 3 - SELECTION AND AWARD OF CONSULTANT CONTRACTS FOR ARCHITECTS (\$250,000.00 OR LESS) AND ALL OTHER PROFESSIONAL SERVICES (\$500,000 OR LESS)

A fully advertised competitive evaluation process may be used, but is not required, for contracts less than \$250,000.00 for architects or less than \$500,000 for all other consultants.

No public notification is required for consultant contracts for the dollar amounts stated above provided a current and applicable register exists and a consultant is selected from the register.

At the option of the Department Director of designated and delegated Article 5 Procurement Departments, any need for consultant services may be advertised in accordance with Chapter II, Section 2 of this manual.

If no register exists the Solicitation must be advertised in accordance with the Maricopa Chapter II, Section 2 of this manual. The dollar amounts stated above are contract maximum amounts and are inclusive of all change orders.

EVALUATION COMMITTEE

Each consulting contract shall have its own evaluation committee consisting of at least three voting members with one of the committee members qualified in the discipline to be procured. A Procurement Officer or departmental Liaison shall be a non-voting member of the evaluation committee. The responsible Procurement Officer or departmental Liaison will act in an oversight capacity as the evaluation committee chairperson verifying the solicitation scoring process, and overall evaluations are consistent with Arizona Revised Statutes and the Maricopa County Procurement Code.

Prior to the evaluation process, the Procurement Officer or departmental Liaison will instruct the evaluation committee members to ensure their understanding of their responsibilities during the evaluation. These responsibilities include:

1. Evaluation based on established criteria only (Refer to the SELECTION CRITERIA AND FORMS section of this Manual.)
2. Avoidance of the appearance of bias or conflict of interest
3. Preservation of integrity of evaluation process
4. No correspondence or communication with firms without providing the same information to all of the firms
5. No preferential treatment

EVALUATION PROCESS

A list of firms capable of performing the required consultant scope of work is provided from the County Register. This can be obtained by logging onto BidSync.com.

The Evaluation Committee must make their selection from the Register list. Detailed information can be provided for any of the firms on the list by selecting (clicking on) the appropriate category. For questions about the register, contact the Maricopa County Office of Procurement Services.

The evaluation committee will review a Respondent's statement of qualifications, resumes, and experience on file in the County register. Using the SOQ criteria as a basis and based on the register information, the Evaluation Committee will score the firms. The rank order shall reflect the opinion of the Committee based on a review of the register as well as appropriate checks of references and other outside inquires. At least two more Respondents shall be selected than the anticipated number of contracts(s) to be awarded.

Each committee member must score, rank, and sign their evaluation forms. All evaluation forms must be retained in the contract file for historical information. During the procurement and before the award, all statements of qualifications should be kept until the award of the contract. Upon award of the contract, only the statement of qualification for the awarded firm is required to be retained in the contract file. A

Procurement Officer may decide to keep all SOQs during the project but the non-selected SOQs should be discarded when the contract file is closed and sent to storage.

Based on the evaluation committee's findings, a memorandum will be drafted to the Department Director recommending the rank ordered list of all Respondents based on the criteria for the specific project. The memo will include a brief summary of the selection criteria used.

The final selection of the Respondent or Respondents with which to open negotiations will be made by the Department Director based on the recommendation and information provided by the evaluation committee. If the Department Director's ranking differs from that of the Committee, written justification will be prepared and forwarded to the Chief Procurement Officer for approval.

FEE NEGOTIATIONS

The requirements for the negotiation and award process are the same as competitively advertised solicitations. However, the Chief Procurement Officer will award contracts based on the current award authority adopted by the Board of Supervisors/Directors.

AWARD

The contract signature page must be adjusted to reflect the consultant's agreement, Department Director's recommendation and the Chief Procurement Officer's authority. Each department's Procurement Liaison will be responsible for tracking any contracts awarded under any departmental delegated authority and the office of Procurement Services will track all contracts awarded by either the Board of Supervisors or the Chief Procurement Officer's signature. Departmental Procurement Liaisons must submit a report each six months to the Chief Procurement Officer which summarizes the contracts by project name, consultant name, dollar amount, and date of approval. If a department deviates from the boilerplate contract and/or insurance language, the Departmental Procurement Liaison must submit the proposed contract language to Risk Management and/or Legal Counsel for their approval and optionally copy the Office of Procurement Services.

SECTION 4 - DIRECT SELECTION OF CONSULTANTS FOR CONTRACTS OF \$100,000 OR LESS

A technical registrant may be employed by direct selection if the contract amount is less than \$100,000. A direct select contract can be used for a whole project or can be used in a preliminary phase of a contract to allow the initiation of contract activities and deliverables while the follow-on phases are further identified and negotiated, however this process should not be used when it inhibits the open procurement of the additional phases or would cause financial harm to the County if the Consultants were to change as a result of an open procurement for the additional services. A direct select contract

cannot be used to purposely split the contract in order to remain under the \$100,000 limit.

No public notification is required for consultant contracts for the dollar amounts stated above provided a current and applicable register exists and a consultant is selected from the register.

At the option of the Department Director of designated Article 5 Procurement Departments, any need for consultant services may be advertised in accordance with Chapter 2, Section 2 of this manual.

If no register exists the Solicitation must be advertised in accordance with Chapter 2, Section 2 II of this manual.

The dollar amounts stated above are contract maximum amounts and are inclusive of all change orders.

EVALUATION COMMITTEE

The committee shall consist of the Project Manager and Procurement Officer or departmental Liaison. The responsible Procurement Officer or departmental Liaison will act in an oversight capacity as the evaluation committee chairperson verifying the selection process is consistent with Arizona Revised Statutes and the Maricopa County Procurement Code.

EVALUATION PROCESS

A list of firms capable of performing the required consultant scope of work is provided from the County Register. This can be obtained by logging into BidSync.

The Project Manager is responsible for making the selection from the Register list based on the firms qualifications only. Detailed information can be provided for any of the firms on the list by selecting the appropriate category. If a register is not available for the specific specialty required, the formal (advertisement) process must be used. For questions about the register, contact the Maricopa County Office of Procurement Services.

Based on the Project Manager's findings, a memorandum will be drafted to the Department Director recommending the selection of the Consultant. The memo will include a brief summary of the selection criteria used.

FEE NEGOTIATIONS

The requirements for the negotiation and award process are all the same as for advertised solicitations.

AWARD

If a Department Director has been delegated this authority, they may award the contract under \$100,000 by their signature. If they do not have this authority, the contract must be forwarded to the Office of Procurement Services/Chief Procurement Officer.

CONTRACT MONITORING

Agencies with delegated procurement authority must submit a report each six months identifying the contract name, consultant, dollar amount, and date approved. See Chief Procurement Officer Award, Reporting (SAMPLE) form format.

SECTION 5 – DESIGN-BID-BUILD

GENERAL INFORMATION

A Procurement involving Construction which will not be procured in accordance with the Limited Scope or Simplified Construction Procurement procedures shall be made in accordance with MC1-503 and MC1-316 (Sealed Bids). The following requirements also apply:

An estimate of the cost of the proposed project will be prepared and provided by the Project Manager/Engineer/Architect. Prior to the bid opening, the estimate shall only be released to the Project Manager/Engineer/Architect or Procurement Officer. The estimate shall not be made public prior to Bid Award.

The estimate is to be made public after award through a public records request, and thereafter, filed in the official procurement contract file.

A standard bid cycle of 3 to 4 weeks is the normal time frame for new construction procurement actions. Reasons to support a shortened bid cycle can include:

1. Programmatic needs,
2. Year-end funding restrictions,
3. Emergency situations, and
4. Simplicity of project.

In accordance with the Maricopa County Procurement Code, each solicitation shall be issued to the required number of prospective bidders in order to ensure Maricopa County will:

1. Obtain fair and reasonable prices.
2. Meet project need dates.
3. Be consistent with and meet the Maricopa County Procurement Code.
4. Improve opportunities for Small Business Enterprises.

PUBLIC NOTICE

A public notice shall be issued notifying contractors of the intention to receive bids and contract for the proposed work. The public notice shall identify the following:

1. The nature of the work required, the type, purpose and location of the construction in addition to where the plans, specifications and full information as to the proposed work may be obtained.
2. That every bid must be accompanied by a certified check, cashier's check or surety bond for ten percent of the amount of the bid included in the submittal.
3. That the County reserves the right to reject any or all bids or to withhold award for any reason.

The public notice should be reviewed by the requesting party (usually the Project Manager) prior to publication to verify that the information accurately reflects construction requirements and the project schedule. The notice must be published in the County's recognized legal newspaper.

Two separate advertisements are required: one each week for two consecutive weeks. The legal newspaper will send an official, notarized copy of the advertisement to verify the dates it was published. This verification shall be included in the departmental contract file or OPS' master advertising file.

While not required, public notices should be included on the Office of Procurement Services web page through BidSync. There is no limitation to where public notices can be advertised. The Procurement Officer must use reasonable judgment, however, in determining the benefits of advertising costs above and beyond the required legal newspaper.

Construction news reporting services that have registered with BidSync to receive Maricopa County solicitation notices will receive email notifications of the solicitation opportunity.

PRE-BID CONFERENCE AND TOUR

The primary objectives of a pre-bid conference and tour should be to:

1. Eliminate or avoid unnecessary or duplicative questions,
2. Preclude production/construction problems after award,
3. Give potential bidders a better understanding of what the scope of work and resultant contract will require,
4. Familiarize potential bidders with the surroundings/topography and geology of the project (i.e., access, egress), in order to mitigate potential differing site condition claims,
5. Identify any special labor requirements, and
6. Receive questions in general regarding the bid package.
7. Encourage use of small business enterprises in the bid/solicitation process.

The pre-bid conference and tour are not intended to be a substitute for inadequate specifications (i.e., taking field measurements for dimensions not shown or field verification for dimensions shown on the drawings). Minutes of the pre-solicitation meetings, including attendance, may be provided to all plan holders. (Refer to the SELECTION CRITERIA AND FORMS section of this Manual for the sample sign-in sheet.)

A mandatory pre-bid (MPB)/tour should be considered only when the work is of an unusual nature, access is complex or difficult, or other conditions that make visual observation of the project essential. In some instances the use of MPB has been perceived as a hindrance to fair and open competition. The primary factor in deciding to conduct a MPB should be based on risk associated with a project or contract.

Required justification criteria for MPB (as of June 2020):

- The project or service being procured is of a complex nature requiring multiple disciplines or trades. (Dept. describes).
- The project or service contains complicated specifications or a unique design or project delivery method that requires vendor/department direct dialogue (Dept. describes).
- Federal, State or other funding source requires a mandatory pre-bid (Dept. include documentation).
- The Department requires scheduled site visits at a secure county location (Dept. include site and date).

When requesting a mandatory pre-bid conference, the following procedures must be followed:

- Department must include, at the time they submit their specification(s), a completed Mandatory Pre-Bid Conference request that has been approved by the Director or Appointing Authority.
- All MPB must be approved by the County Manager's designee prior to formal advertising.
- If a MPB is approved, OPS will schedule no less than two (2) meetings to ensure competition is not compromised (respondents must attend one). Scheduled onsite visits excluded.
- OPS will provide meeting accessibility through electronic or teleconference options. (GotoMeeting, Scopia, Skype, conference bridge line). Scheduled onsite visits may be excluded if technology resources are not available.
- All available options for attendance will be published in the formal advertisement for the solicitation.

Mandatory pre-bid conferences must clearly be designated as such in the bid package if attendance is required for a responsive bid.

ADDENDA

When timely questions are received through BidSync from plan holders in response to the solicitation, the Procurement Officer shall ensure all plan holders receive clarifications and answers to the questions containing the same information. If the County's answer to any question results in a substantive change to the plans and/or specifications, an addendum shall be released through BidSync to all planholders on record in BidSync. The addendum shall include the requirements listed below:

1. Addendum number and title of the solicitation.
2. Clarifications or changes should be made by reference to the document (i.e., reference Special Conditions Section 5(A), "Title", or Reference Drawing No. 163854, Zone B/3, "Subject").
3. Indicate if the bid opening is unchanged or if it has been postponed to a new date and/or time.
4. Through BidSync, each bidding firm is required to acknowledge receipt of the addendum, and appropriately acknowledge the addendum as instructed in the solicitation/addendum.

INDEPENDENT ESTIMATE

The Project Manager is responsible for obtaining the written Independent Estimate (i.e. architect's or engineer's internal estimate) for the construction contract. The Independent Estimate is to be determined prior to the Bid Opening.

The Independent Estimate is confidential and only the Project Manager and the Division Manager (optionally) will review the Independent Estimate prior to its being sealed.

Once the Independent Estimate is determined, it may be forwarded to the Procurement Officer (either via a sealed envelope or electronically) prior to the Bid Opening. The Independent Estimate shall include the Contract Name and Number. The sealed envelope will be date stamped by the Procurement Officer upon receipt.

Once the Independent Estimate is provided to the Procurement Officer, the Division Manager responsible for the procurement may change the Independent Estimate provided that clear documentation supporting the change is provided.

The Project Manager's Division Manager must ensure that the contract scope is not reduced to compensate for an incorrect estimate.

BID OPENING

In determining the date for bid openings, the Procurement Officer should consider any holidays, weekends, and/or bid openings for other significant projects.

A Procurement Officer representative, or other County witness, must be at the location of the bid opening no later than 15 minutes prior to the announced "opening" date and time. The Procurement Officer shall ensure each bid is submitted electronically through BidSync. When interested firms or County personnel show up for the bid opening, the Procurement Officer shall publicly read aloud the prices and all bids shall be opened using BidSync.

The Procurement Officer shall start the proceedings of the bid opening by closing the door to the room. He should then welcome those in attendance and state that this is the bid opening for Invitation For Bids #_____ and title. The Procurement Officer should state that the opening and reading of the bids shall not be interpreted by those in attendance whether the bids are being accepted or rejected by the County.

Bids shall be received and opened only under these circumstances:

1. When bids are received prior to due date stated in the solicitation.
2. When the bids are submitted through BidSync, or as otherwise directed.
3. When the Contractor attended the mandatory pre-bid conference and/or tour, if applicable.

If a bid is received after the due date, or the Contractor did not attend a mandatory pre-bid conference, the Procurement Officer shall declare the bid as non-responsive and appropriately notify the Contractor in accordance with the County's Procurement Code.

Upon opening the bids, the Procurement Officer shall announce the name of the firm that has submitted the offer and then read the dollar amount offered. Upon reading all of the bids received, the Procurement Officer shall announce that the bid opening is closed and all bids are under evaluation to determine the lowest cost, responsive, responsible bid. Any reference to the low bid or bidder should be as the "apparent" low bid or bidder until all bids and supporting documentation have been reviewed and verified as complete and responsive. Bids should not be reviewed in the presence of the bidders. Rather, the review will be conducted in a controlled environment in the presence of at least one witness immediately after the formal bid opening is concluded. At that time, the Procurement Officer may waive minor informalities in a bid if it is advantageous to the County, and allowable under Arizona Revised Statute or the Maricopa County Procurement Code.

If only one bid is submitted, the Procurement Officer will advise the representatives at the bid opening that the one bid received will be retained by the County and taken "under advisement." The bid may be either accepted or rejected after polling the other non-bidders and gathering their reasons for not submitting a bid.

If the bid is rejected, or determined non-responsive or non-responsible, a letter shall also be sent to the firm explaining the reason(s).

The bid abstract or BidSync tabulation shall be completed by the Procurement Officer or designee. The addendum issued should be included on the bid abstract. Particular care must be taken to record qualifications, restrictions and conditions made by the bidder.

Within the limitations of A.R.S. or the County's Procurement Code, bid documents shall be held confidential until the contract is awarded. Any inquiries regarding the outcome of the solicitation opening and/or potential contract award will be directed to the Article 5 Procurement Officer.

During the procurement and before the award, all bid submittals should be kept until the award of the contract. Upon award of the contract, only the bid for the awarded firm is necessary to retain in the contract file. A Procurement Officer may decide to keep all bids during the project but the non-awarded bids may be discarded when the contract file is closed and sent to storage.

MISTAKES IN BIDS

In addition to the guidance provided in Article 3 of the Procurement Code (MC1-323), the following guidance is provided:

1. A bidder may modify, withdraw, or withdraw and resubmit its bid at any time before bid opening if the modification or withdrawal is received before the time and date set for bid opening and in the location designated in the solicitation.
2. All documents concerning a modification or withdrawal of a bid will be retained in the procurement file.
3. After bid opening, a bid mistake based on an error in judgment may not be corrected. A bidder may be permitted to withdraw a bid without a penalty if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident; or the bidder establishes by clear and convincing evidence that a mistake was made.
4. When a mistake in the bid or other irregularity is suspected, as in situations where the bid is extremely low in comparison with the other bids, the Article 5 Procurement Officer may contact the bidder and request written confirmation of the bid.
5. If a bidder alleges a mistake in the bid, the Article 5 Procurement Officer will require the offeror to submit, within a reasonable time (not exceeding 24 hours from Bid opening), the original estimating documents along with any other price development documents and information to verify the mistake along with any other price development documents and information. The supporting documentation will be reviewed by the Article 5 Procurement Officer in order to obtain clear and convincing evidence of the mistake and the intended bid. An alleged mistake must be documented as a mistake, that the mistake was made in good faith, and that the nature of the mistake is such that correction of the mistake is justified by considerations of fair dealing.
6. Obvious clerical errors in bids that are disclosed prior to award may be corrected, regardless of the amount, if the bidder has confirmed the correction. If the correction

changes the low bidder's ranking, the second low responsive, responsible bidder shall be awarded the contract. Mistakes may not be corrected after the award of the contract.

7. Nothing contained in this procedure can be used to improve a non-responsive bid to become responsive.

RESPONSIBILITY CRITERIA

In addition to the guidance provided in Article 3 of the Maricopa County Procurement Code Responsibility of Respondents, the following guidance is offered:

- A. The Article 5 Procurement Officer shall make a determination that a bidder or offeror is responsible before awarding a contract to that bidder or offeror.
- B. In addition to the criteria set forth in this article, Maricopa County may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.
- C. Factors to be considered in determining a bidder or offeror to be not responsible include, but are not limited to:
 1. Bidder has previously breached a contract with Maricopa County or a County special district, including unexcused failure to meet schedule milestones, failure to honor a defend clause.
 2. Bidder has failed to perform or has not performed in a satisfactory manner in accordance with the terms of one or more contracts with Maricopa County or County special districts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered (A.R.S. §41-2613.B.4.b).
 3. Bidder has failed to deal in good faith with Maricopa County or a County special district on previous contracts.
 4. Bidder unreasonably fails to promptly supply information in connection with an inquiry with respect to responsibility (A.R.S. §41-2540 and Arizona Administrative Code (R 7-2-B313).
 5. Bidder's financial, material, personnel or other resources, including subcontracts, are insufficient (R 7-2-B313).
 6. Bidder has record of unsatisfactory performance and integrity (R 7-2-B313).
 7. Bidder is not legally qualified to contract with Maricopa County (R 7-2-B313).
- D. A written determination of non-responsibility of a bidder or offeror shall be made by the Article 5 Procurement Officer. A finding of non-responsibility shall not be construed as a violation of the rights of any person. Information furnished by a bidder or offeror shall not be disclosed to third parties without prior written consent by the bidder or offeror except to law enforcement agencies.

- E. If an apparent low bidder is determined to be “not responsible”, notice of the determination shall be given to the apparent low bidder by certified mail return receipt requested. Within three (3) business days of receipt of the notice, the apparent low bidder may request an informal hearing from the Procurement Officer and Department Director, or, at his option, may request a hearing from an outside hearing officer. At that hearing the apparent low bidder may bring counsel, submit evidence, and at his own cost have a court recorder to record the proceedings. A decision shall be made in three days and the apparent low bidder will be advised of that decision by certified mail return receipt requested.

BID PROTESTS

If a bid protest is submitted and is in compliance with Article 9 of the Maricopa County Procurement Code, the responsible Procurement Officer is required to respond to the protest within the required timeframe outlined in the Maricopa County Procurement Code. Copies of all protests shall immediately be forward to the OPS Article 5 Procurement Supervisor upon receipt. Minimally, the structure of a protest response letter should contain four key elements:

1. **Introduction:** Inform the reader the purpose of the letter. It should also state what the public entity’s decision is in response to the protest.
2. **Background:** Provides context for the rest of the letter and relevant information directly related to the specific protest issues. At a minimum, this section should provide historical background information of the solicitation process, the dates, and the impacted participants.
3. **Issues:** Clearly and concisely identify the concerns and disputes of the protesting firm. This is the most critical section of the Procurement Officers response as it contains the issues of the protest, relevant findings of fact and the position arguments. This section ensures that the protester’s concerns are understood. Be sure to conduct a review of the entire solicitation process, applicable laws and regulations, and relevant documents. The issues section should be structured to allow the reader to easily identify the issues and the writer’s response to each issue. The purpose here is to demonstrate, without a doubt, how the low bidder did or did not comply with the requirements of the solicitation. The writer should also provide a discussion as to whether the issue is a minor informality and if corrected would not change the standing of the bidders or would have a minor effect on the performance.
4. **Conclusion:** Restate your determination reached after considering all the evidence. The writer should provide final analysis by restating the determination to uphold or deny the protest, and provide the general basis for the decision. This section may also contain a procedure to appeal the decision (if allowed), points of contact, and any further instructions for the protestor. Maintain a positive tone by thanking the protester for their participation in the bid process and encourage them to participate in future solicitations.

When responding to a protest, do not infer or assume anything the protestants letter does not say in writing. The County’s response to the protest must be clear,

concise and be based on fact backed up by applicable statutes, rules, regulations and written procedures.

BONDING

Bid Bond

A bid security is statutorily required for all competitive sealed bidding for construction contracts. The bid security shall be a bond provided by a surety company authorized to do business in the State of Arizona. An equivalent security may be supplied as a certified or cashier's check in lieu of a bid security from a surety company.

The bid security shall be in an amount equal to at least 10% of the bid and must be submitted with the bid. A bid received without proper bid security will be rejected.

An Article 5 Procurement Officer may determine that noncompliance is non-substantial if the bid security is inadequate as a result of correcting or modifying a bid and the bidder increases the amount of security to the required amount within two days after notification.

Performance and Payment Bonds

Performance and payment bonds are required for all construction contracts. They are required to be binding on the parties upon execution of the contract.

If the contractor fails to provide the required 100% performance and/or 100% payment bonds within the time specified by the contract, his bid shall be rejected, his bid security forfeited, and the contract will be awarded to the next lowest priced, responsive, responsible bidder.

Performance bonds are to be submitted to the County, executed by a surety company authorized to do business in the State of Arizona, in the amount and for the duration specified in the contract.

Payment bonds are to be submitted to the County, executed by a surety company authorized to do business in the State of Arizona, and are used for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work required by the contract. The bond shall be in the amount specified in the contract.

INSURANCE

Ultimately, any insurance requirements and minimum coverage amounts are established on a contract-by-contract basis with the assistance of Risk Management. Insurance and indemnification clauses previously approved by Risk Management are already contained in the various Article 5 solicitation templates. Any deviations from these previously approved minimum coverage amounts or exceptions taken to these coverage amounts shall be approved by Risk Management.

AWARD AND NOTICE TO PROCEED

Based on the value of the agreement, contracts will be awarded by either the Board of Supervisors/Directors and signed by the Chairman of the Board or the Chief Procurement Officer unless that authority has been clearly delegated and authorized to others by either the Board of Supervisors/Directors or Chief Procurement Officer.

After the contract has been signed by the required parties, a notice to proceed with construction will be issued by the County department. Prior to issuance of a notice to proceed, the contractor's performance bond(s) and certificate(s) of insurance must be provided to the County consistent with the terms of the contract agreed to between the County and the contractor.

A tabulation of the bids may be released by the Office of Procurement Services or County departments with delegated procurement authority to all bidders after the contract has been formally awarded and signed.

SECTION 6 - SIMPLIFIED CONSTRUCTION PROCUREMENT PROCEDURES

The fiscal limit of this procurement classification is \$100,000 (including any/all change orders).

If the work involves any modification, addition or alteration of a County-owned building, the coordination and approval of the Maricopa County Facilities Management Department must be obtained in writing prior to initiating this procurement process. In addition, a copy of the revised as-built plans will be sent to Facilities Management upon completion of the project.

- A. A register in BidSync of contractors interested in the Simplified Construction Procurement Program will be maintained by the County. The register, also referred to as the BidSync Article 5 Register, will be updated annually as indicated in Chapter II, Section I of this Manual.
- B. Departments using this process must assign a qualified department Project Manager for the contract.
- C. The Department Project Manager will:
 - 1. Prepare a clear and accurate Scope of Work/specifications for the project/requirement.
 - 2. Prepare or ensure preparation of a cost estimate for the work to be accomplished.
 - 3. Prepare or ensure preparation of a bid package following the same guidelines as used for a sealed competitive bid contract (listed previously in this section).
 - a. The standard construction contract boilerplate should be used to the maximum extent possible commensurate with the project being bid.

- b. If departments have a contracting branch/section, this branch will normally complete the bid package with the assistance of the Project Manager.

D. The Article 5 Procurement Officer or Departmental Procurement Liaison will:

1. Develop a list of BidSync Article 5 Register contractors capable of completing the project.
2. Submit the bid package to not less than three (3) contractors listed on the register for the type of work being procured.

NOTE: If the register for the type of work being requested consists of more than three (3) contractors, the names to which the bid package is submitted should be rotated among all firms from one project to the next in order to ensure equal opportunities for all firms on the register to bid while as the same time not complicating the procurement process.

3. Publicly open the bid at the time and location specified in the bid package.
4. Except for the register portion of the procurement, conduct the procurement using the same guidelines as established for the sealed competitive bid process.
5. Ensure bonding requirements (as noted in the County's Procurement Code and A.R.S.) are met.
6. After publicly opening the bid, the Article 5 Procurement Officer or Departmental Procurement Liaison will review the bid package of the apparent lowest priced bidder completing all the actions that would be required for a sealed competitively bid process (except for the final contract approval). After all documents are prepared, the contract will be reviewed by the Article 5 Procurement Officer or Departmental Procurement Liaison to ensure that the procurement meets the Simplified Construction Procurement parameters as specified in the Maricopa County Procurement Code and the Article 5 Procedures Manual, and that all required signatures are on the contract signature page.
7. After all documents are prepared, the contract will be forwarded to the Department Director for signature and award (if the department has been delegated procurement with approval authority). If no authority has been delegated, the contract documents will be forwarded to the Chief Procurement Officer. The Chief Procurement Officer will sign the contract for Maricopa County as authorized by the Maricopa County Procurement Code and return the package to the department.
8. The Article 5 Procurement Liaison shall maintain a log of all Simplified Construction procurements. The information will identify the contract name, number, contractor, dollar amount, and date of award. This must be submitted to the Office of Procurement Services, Chief Procurement Officer each six months.

SECTION 7 - LIMITED SCOPE CONSTRUCTION PROCUREMENT

Arizona Revised Statute, Title 34 - Public Buildings and Improvements authorizes agents to construct buildings and structures and to construct additions or make modifications to them within certain statutory monetary parameters. Specific

procedures about how to perform this category of procurement are contained in Article 5 of the Maricopa County Procurement Code.

The annual limitations are updated by the Office of Procurement Services in accordance with the Bureau of Economic Analysis at <http://www.bea.gov/scb/> or <http://research.stlouisfed.org/fred2/data/GDPDEF.txt> This information is entitled "GDP Implicit Price Deflator" as defined in A.R.S. 41-563.

The process for limited scope construction procurement requests written quotations in accordance with the following guidelines.

- A. For work of a nominal value of \$5,000.00 or less, one written response is required.
- B. For work greater than \$5,000 but less than the statutory ceiling, (A.R.S. § 34-201.C and § 28-6713. B), three written quotations are required. **As of the fourth quarter 2019 (October 14, 2019), the statutory ceiling for limited scope procurement is \$23,016 in accordance with A.R.S. § 34-201.C.**
- C. A no-bid response shall constitute a response. Written responses may be obtained by email, facsimile or mail. Responses are to be obtained from Article 5 registered contractors.
- D. Respondents must submit their offers as specified in the Request for Quotation. Sealed bids and a bid opening are not required. Responses received after the due date and time or at the wrong location shall be considered non-responsive and will be returned to the Respondent unopened.
- E. A bid bond, performance bond, and payment bond are required for limited scope procurements – A.R.S. 34-201-A.3 and 34-222.
- F. When delegated in writing by the Office of Procurement Services, award of the contract shall be made by the Department Director. If no authority has been delegated, the contract documents will be forwarded to the Office of Procurement Services. The Office of Procurement Services will sign the contract for Maricopa County as authorized by the Maricopa County Procurement Code and subsequently return the signed contract to the requesting department. Award of the contract shall be made to the lowest priced, responsive, and responsible respondent.
- G. Payment for work performed, should when practical, be made in one lump sum. Payment will be made within 45 days of the request for payment after final County acceptance. If the Contract period exceeds two months, the Contractor may request a partial payment.
- H. The department's Article 5 Liaison shall maintain a log of all Limited Scope Construction procurements. The information will identify the contract name,

number, contractor, dollar amount, and date of award. This log will be submitted each six months to the Office of Procurement Services' Chief Procurement Officer.

CHAPTER III - DESIGN-BUILD

DEFINITION

Design-Build is a project delivery method in which:

- A. There is a single contract or multiple contracts for design and construction services.
- B. Design and construction may be in sequential phase or concurrent phases.
- C. Finance services, maintenance services, operations service, design services, pre-construction services and other related service may be included.

GENERAL

- A. Except for consultant services procured in accordance with Chapter 2, Section 2, 3, and 4 of this Procedures Manual, design-build construction services will be procured in accordance with this section.
- B. Suggested evaluation criteria used by any design-build selection committee are included in the SELECTION CRITERIA AND FORMS section. Selection criteria must be published as part of the solicitation.
- C. The department may elect to have no retention withheld for design-build contracts. Review of retention requirements noted in A.R.S. §34-609 is strongly suggested. Retention is on amounts payable for construction and not applicable to amounts payable for related services.
- D. The department shall provide public notice of each procurement and the County shall award contracts on the basis of demonstrated competence and qualification.

MULTIPLE CONTRACTS

Except for construction services for horizontal construction, multiple contracts for professional services may be procured under a single request for qualifications . The public notice and request for qualifications shall state the number of contracts that may or will be awarded and shall describe the services to be performed under each contract.

There shall be a single selection process for all of the multiple contracts, except that for each contract there shall be a separate final list and a separate negotiation. However, if the request for qualifications specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single final list and a single negotiation for all of the multiple contracts.

PROCEDURES

PUBLIC NOTICES

A public notice is issued soliciting interested parties for a contract to provide the services related to the construction, remodeling and/or reconstruction of public facilities and structures. The notice must comply with A.R.S. § 39-603 or Title 28 for Transportation projects. The public notice identifies:

1. Nature or description of contract work
2. Contract number (determined by Department procedure)
3. Due date and time
4. Physical location for receipt of responses
5. Number of firms to be on the final list
6. County contact name, address, and phone number - an e-mail address may be provided if desired

The public notice should be reviewed by the requesting party (usually the Project Manager) prior to publication to verify that the information accurately reflects their desired services, and meets their schedule requirements. The notice must be published in the County's recognized legal newspaper.

Two separate advertisements are required: one each week for two consecutive weeks. The first advertisement must be a minimum of 21 days (or up to 30 days) prior to the Statement of Qualification (SOQ) due date. The legal newspaper will send an official, notarized copy of the advertisement to verify the dates it was published. This verification will be included in the contract file.

Public notices should be included on the Office of Procurement Services web page through BidSync although this is not a legal requirement. Printed notices may also be mailed, faxed, or emailed to firms listed on the County Register, or other interested parties as identified by the Procurement Officer. There is no limitation to where public notices can be advertised and professional magazines, trade journals or professional organizations are all appropriate. The Procurement Officer must use judgment, however, in determining the benefits of advertising costs above and beyond the required legal newspaper.

REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTION PACKET

The Public Notice gives only basic information regarding the solicitation. Interested firms are instructed to contact the County to obtain information on the RFQ format instructions. These instructions are based on standard County requirements with specific project requirements as identified by the Project Manager.

The instruction packet must include the evaluation criteria with the relative weight of the selection criteria and state the number of persons or firms to be included on the final list.

For a horizontal construction project, at least three but not more than five persons or firms shall be on the final list. In all other projects, three persons or firms shall be on the final list. If multiple contracts are being procured under a single solicitation, the number to be interviewed shall be at least three and not more than the number of contracts plus two.

The request for qualifications must state a requirement that each person or firm submit a proposed subcontractor selection plan, whereby the proposed subcontractors must be selected based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

The Procurement Officer must assure that every RFQ Instruction Packet issued is documented so all firms may be notified if an amendment is issued to the solicitation.

EVALUATION CRITERIA

The Procurement Officer and Department Project Manager are jointly responsible for creating the detailed evaluation criteria that shall be used in the evaluation and selection decision. The consultant selection criteria contained in the Forms Section should be used as a starting point in creating the criteria. It is not essential that the total points or the evaluation criteria add up to 100 points or any specific number. However, it is important to ensure that the most important criteria carry the most points relative to the point total. In accordance with Arizona Revised Statutes, fees, price, man-hours or any other cost information cannot be included in the selection process.

Each committee member must score, rank, and sign their evaluation forms. All evaluation forms must be retained in the contract file for historical information. During the procurement and before the award, all statements of qualifications should be kept until the award of the contract. Upon award of the contract, only the statement of qualification for the awarded firm is necessary to retain in the contract file. A Procurement Officer may decide to keep all SOQs during the project but the non-selected SOQs should be discarded when the contract file is closed and sent to storage.

EVALUATION COMMITTEE

Each design-build solicitation will have its own evaluation committee. The Procurement Officer and the department project manager shall determine the number and qualifications of the selection committee members within the following parameters, and the proposed selection committee shall be forwarded to the Department Director for approval. The Department Director and the Chief Procurement Officer shall resolve disputes. The selection committee shall not have more than seven members, except that, if the contract involves the County and additional governmental or private participants, the number of members of the selection committee shall be increased by one for each additional participant, except that the maximum number of members of the selection committee is nine. The selection committee shall include at least one person who is a senior management employee of a licensed contractor and one person who is

an architect or an engineer who is registered pursuant to A.R.S. §32-121. These members may be employees of the County or of outside consultants. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the agent for performing this service, but the County may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under the contract or provide construction, construction services, materials or services under the contract. The Procurement Officer will act in an oversight capacity to verify that selections were properly conducted.

Prior to the evaluation process, the Procurement Officer must ensure the evaluation committee members understand their responsibilities during the evaluation. These responsibilities include:

1. Evaluation of the proposals based on published criteria only
2. Avoidance of the appearance of bias or conflict of interest
3. Preservation of integrity of evaluation process
4. No leading questions asked of firms during interviews
5. No correspondence or communication with firms without providing the same information to all of the firms
6. No preferential treatment
7. Same basic questions asked of all firms
8. Prohibition against exerting undue influence on other members of the evaluation committee – this should be emphasized in committees that include members who have a supervisor-employee relationship

A copy of a typical notification memo sent to evaluation team members is included in the SELECTION CRITERIA AND FORMS section. This form, or a similar form should be sent to the evaluation team member to ensure they understand the selection process and timing. Selection committee members from outside the department or staff that have professional outside employment should complete the Confidentiality and Conflict of Interest Certification form. This form is included as the third page of the notification memo.

FINAL LIST PROCESS

Once the SOQs are received by the Procurement Officer, they will distributed to the evaluation committee members with a score/ranking form. The published criteria should also be included so each committee member is aware of the evaluation criteria.

Committee members are tasked with independently reviewing and evaluating each SOQ response. Committee members shall then meet to make a final list. Final calculations are individually made and each member will rank the respondents based on their final score. A meeting should be conducted to review and compare the grades. Significant deviations should be noted and discussed by the committee to ensure all appropriate information is considered by the Committee.

In identifying the Final List, the selection committee shall:

- A. Evaluate the statements of qualifications and performance data that are submitted in response to the Request for Qualifications for the proposed contract.
- B. If determined by the Department Director and included by the department in the Request for Qualifications, conduct interviews with at least the number of persons or firms to be included on the Final List as stated in the Request for Qualifications but not more than the number of persons or firms to be included on the Final List plus two as specified in the Request for Qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria published by the department and included in the Request for Qualification, select a Final List of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the Final List shall be the number of persons or firms specified in the Request for Qualifications, except that if a smaller number of responsive and responsible persons or firms respond to the solicitation, the selection committee may proceed with the selection process with the remaining persons or firms if at least two persons or firms remain. The department may also re-advertise as the Article 5 Procurement Officer determines with the concurrence of the Department Director.
- D. Base the selection and order of preference on demonstrated competence and qualification only.
- E. Not request or consider fees, price, man-hours or any other cost information in the selection or order of preference.

Upon determination of the final list, the Committee Chairman will draft a memo to the Department Director identifying the final list firms and asking for concurrence to proceed to the evaluation interviews.

If the Department Director selection differs from that of the committee, written justification must be prepared by the Department Director and forwarded to the Chief Procurement Officer for final approval.

PROCUREMENT ALTERNATIVE A

(NOTE: After the Final List is created, two procurement avenues are available. Alternative A directly begins a negotiation phase ultimately ending in a signed contract. Alternative B, the County preferred alternative especially for large projects, requires the issuance of a request for technical proposals and ultimately a priced proposal.)

ALTERNATIVE A

The County shall award a contract to one of the persons or firms on the Final List.

NEGOTIATIONS

The department shall enter into negotiations for a contract with the highest qualified person or firm. The negotiations shall include consideration of compensation and other contract terms that the department determines to be fair and reasonable to the County. In making this decision, the negotiating team shall take into account the estimated value, the scope, the complexity and the nature of the services to be rendered. If the negotiating team is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at a price the agent determines to be fair and reasonable, the Committee Chairman shall formally terminate negotiations with person or firm. The evaluation committee and Committee Chairman may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the Final List. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the County and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

ALTERNATIVE B – The preferred alternative

The Alternative B process uses the same process as Alternative A up through the finalization of the Final List. From that point, the following procedures apply.

REQUEST for TECHNICAL PROPOSALS

The department shall issue a Request for Technical Proposals to the persons or firms on the Final List. The Request for Technical Proposals shall include:

- A. The department's project schedule and project final design and construction budget or life cycle budget for a procurement that includes maintenance services or operations services.
- B. A statement that the contract will be awarded to the offeror whose proposal receives the highest number of points under a scoring method.
- C. A description of the scoring method, including a list of the factors in the scoring method and the number of points allocated to each factor.
- D. The design requirements.
- E. A requirement that each offeror submit separately a Technical Proposal and a Price Proposal and that the offeror's entire proposal be responsive to the requirements in

the Request for Proposals. The price in the Price Proposal shall be a fixed price or a guaranteed maximum price.

- F. A statement that in applying the scoring method the selection committee will separately evaluate the Technical Proposal and the Price Proposal and will evaluate and score the Technical Proposal before opening the Price Proposal.
- G. If the department conducts interviews, a statement that interviews will be held and a requirement that each offeror submit a Preliminary Technical Proposal before the interviews are held.

LIMITED RESPONSES

- A. The number of persons or firms selected by the Evaluation Committee to be on the Final List shall be the number of persons or firms specified in the Request for Qualifications except that:
 - 1. If a smaller number of responsive and responsible persons or firms respond to the solicitation, the selection committee may proceed with the selection process with the remaining person or firms if at least two persons or firms remain. The department may also re-advertise as the Department Director determines necessary or appropriate.
 - 2. As to professional services selection only, if only one responsive and responsible person or firm responds to the solicitation, the department may proceed with the one person or firm on the Final List and the County may award the contract to a single person or firm if the department determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.
- B. The agent shall award the contract to one of the persons or firms on the final list except that if fewer than the number of persons stated in Alternative B but at least two submit a responsive proposal or if one of the final list firms listed in either Alternative A or B drop out of the selection process, then
 - 1. If there are three or more remaining persons or firms, the department shall proceed with the selection process.
 - 2. If there are only two remaining persons or firms, as the Department Director deems necessary and appropriate, the Department Director may elect to proceed with the selection process with the two persons or firms or may elect to terminate the selection process and may elect to re-advertise.
 - 3. If there is only one remaining person or firm, the department shall terminate the selection process and may elect to re-advertise, except as to professional services only, the agent may award the contract to a single person or firm if the department determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.

EVALUATION CRITERIA

The department shall develop and the Chief Procurement Officer shall approve the evaluation criteria to be used in the selection process. As a minimum, the criteria shall include:

1. Compliance with the design requirements.
2. Offeror qualifications.
3. Offeror financial capacity.
4. Compliance with the department's project schedule.
5. If the Request for Proposals specifies that the department will spend its project budget and not more than its project budget and is seeking the best proposal for the project budget, compliance of the offeror's price or life cycle price for procurements that include maintenance services, operations services or finance services with the department's budget as prescribed in the Request for Proposals.
6. If the request for proposals does not contain the specifications prescribed in item 5), the price or life cycle price for procurements that include maintenance services, operations services or finance services.
7. An offeror quality management plan.

INTERVIEWS

If the Department Director determines to conduct interview, each offeror shall submit a Preliminary Technical Proposal to the department before those interviews are held.

If determined by the department and included by the department in the Request for Proposals, the selection committee shall conduct interviews with all persons or firms that submit preliminary Technical Proposal. Interviews shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair treatment with respect to any opportunity for interview and for clarification by the owner. Revision of Preliminary Technical Proposals shall be permitted after submission of Preliminary Technical Proposal and before award for the purpose of obtaining Best and Final Proposals. In conducting any interviews, information derived from proposals submitted by competing offerors shall not be disclosed to other competing offerors.

After completion of any interview or if no interviews are held, each offeror shall submit separately the offeror's Final Technical Proposal and its Price Proposal.

FINAL SELECTION

Before opening any Price Proposal, the selection committee shall open the Final Technical Proposals, evaluate the Final Technical Proposals and score the Final Technical Proposals using the scoring method in the Request for Proposals. No other factors or criteria may be used in the evaluation and scoring.

After completion of the evaluation and scoring of all Final Technical Proposals, the selection committee shall open the Price Proposals, evaluate the Price Proposals, score the Price Proposals and complete the scoring of the entire proposals using the scoring method in the Request for Proposals. No other factors or criteria may be used in the evaluation and scoring.

AWARD

The County shall award the contract to the responsive and responsible offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation.

The contract file shall contain the basis on which the award is made.

PAYMENT OF STIPULATED FEE and USE OF SUBMITTED IDEAS/INFORMATION

The County shall award a stipulated fee equal to a percentage of the department's project final design and construction budget, as prescribed in the Request for Proposals, but not less than two-tenths of one per cent of the project final design and construction budget to each Final List offeror who provides a responsive, but unsuccessful proposal. If the County does not award a contract, all responsive Final List offerors shall receive the stipulated fee based on the estimate of the project final design and construction budget as included in the Request for Proposals. The County shall pay the stipulated fee to each offeror within ninety days after the award of the initial contract or the decision not to award a contract. In consideration for paying the stipulated fee, the County may use any ideas of information contained in the proposals in connection with any contract awarded for the project, or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the unsuccessful offerors. Notwithstanding the other provisions of the paragraph, an unsuccessful Final List offeror may elect to waive the stipulated fee. If an unsuccessful offeror elects to waive the stipulated fee, the County may not use ideas and information contained in the offeror's proposal, except that this restriction does not prevent the County from using any idea or information if the idea or information is also included in a proposal of an offeror that accepts the stipulated fee.

GENERAL CONSIDERATIONS

Until award and execution of a contract by the County, only the name of each person or firm on the Final List shall be available to the public. All other information received by the County in response to the Request for Qualification or contained in the proposals shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing offerors during the selection process. The proposals shall be open to public inspection after the contract is awarded and the County has executed the contract. To the extent that the offeror designates and the Committee Chairman concurs, trade secrets and other proprietary data contained in a proposal remain confidential.

A department may cancel a Request for Qualifications or a Request for Proposals or reject in whole or in part any or all proposals as specified in the solicitation if it is in the best interest of the County. The department shall submit a request to the Director of the Office of Procurement Services or responsible contracting officer who shall then make the reasons for cancellation or rejection part of the contract file.

Notwithstanding any other law:

1. The contractor for construction services is not required to be registered to perform design services pursuant to Title 32, Chapter 1 if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.
2. The contractor for construction services is not required to be licensed to perform construction pursuant to Title 32, Chapter 10 if the firm actually performing the construction on behalf of the contractor is appropriately licensed.

Notwithstanding anything to the contrary in this appendix or in A.R.S. Title 34:

1. The estimated cost of the project shall not include the cost to procure any right-of-way or other cost of condemnation.
2. As of February 2020, pursuant to A.R.S. 34-605.G.1, No procurement of any horizontal construction using the design-build method of project delivery is authorized after June 30, 2025. For purposes of this paragraph, procurement for horizontal construction occurs when the contract for the construction services is executed by the County and the contractor for the design-build construction services. If a contract is executed for construction services on or before June 30, 2025, construction services under the contract may be rendered in whole or in part after June 30, 2025.
3. For the purposes of this paragraph, "Specific, single project" means a project that is constructed at a single location, at a common location or for a common purpose.

Notwithstanding anything to the contrary in this manual or in A.R.S. Title 34, the County shall not:

1. Enter into a contract as contractor to provide design-build construction services.
2. Contract with itself, with another agent, with this state or with any other government unit of this state or the federal government for the agent to provide design-build construction services.

The prohibitions prescribed in the above paragraph of this section do not prohibit the County from providing construction for itself as provided by law.

For the purposes of this chapter, "Professional Services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

EMERGENCY PROCEDURES

Notwithstanding any other provisions of A.R.S. Title 34, Sections MC1-353 and MC1-354 of the Maricopa County Procurement Code, the Chief Procurement Officer may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build construction services, engineer services job-order-contracting construction services, landscape architect services, assayer services, geologist services or land surveying services if a threat to the public health, welfare of safety exists or if a situation exist that makes compliance with Title 34 impracticable, unnecessary or contrary to the public interest, except that these emergency procurements shall be made with such competition as is practicable under the circumstances. In addition to the requirements stated in MC1-353 and MC1-354 of the Code, a written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

DESIGN-BUILD BID SECURITY

A. Bid security is required for all design-build construction services awarded by competitive sealed proposals pursuant to A.R.S. §34-608 if the department estimates that the budget for construction, excluding the cost of any finance services, maintenance services, operations services, design services, pre-construction services or other related services will be more that the amount prescribed in A.R.S. §41-2535, Subsection D. Each proposal for design-build construction services shall be accompanied by a certified check, cashier's check or surety bond in an amount equal to ten per cent of the agent's budget for construction, excluding any finance services, maintenance services, operations services, design services, pre-construction services or other related services, for the project as stated in the Request for Proposals.

B. The following additional guidance applies:

1. If the Invitation For Bids or Competitive Sealed Proposals requires Bid security, A.R.S. requires the Offer be rejected unless, pursuant to policies and procedures, it is determined the Bid or Proposal fails to comply in a non-substantial manner with the security requirements.
2. After the Offers are opened, they are irrevocable for the period specified in the Invitation For Bids or Competitive Sealed Proposals, except as provided in A.R.S. § 41-2533, subsection F. If a Respondent is permitted to withdraw its Bid or Competitive Sealed Proposal before Award, no action may be taken against the Respondent or the Bid security
3. **MISCELLANEOUS**

Information on the following topics is contained in A.R.S. Title 34, Chapter 6:

CONTRACT,
PAYMENT TO CONTRACTOR,
SECURITY,
RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY,
PROGRESS PAYMENTS

CHAPTER IV - CONSTRUCTION-MANAGER-AT-RISK

DEFINITION

Construction-manager-at-risk is a project delivery method in which:

- A. There is a separate contract for design services and for construction services.
- B. The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
- C. Design and construction may be in sequential phase or concurrent phases.
- D. Finance services, maintenance services, operations service, design services, pre-construction services and other related service may be included.

GENERAL

- A. Suggested evaluation criteria used by any construction-manager-at-risk selection committees are included in the SELECTION CRITERIA AND FORMS section. The criteria will be published as part of the solicitation.
- B. The County may elect to have no retention withheld for construction-manager-at risk contracts. Review of retention requirements noted in A.R.S. §34-609 is strongly suggested. Retention is on amounts payable for construction and not applicable to amounts payable for related services.
- C. The County shall provide public notice of each procurement and the County shall award both the design service and construction service contracts on the basis of demonstrated competence and qualifications.

MULTIPLE CONTRACTS

Except for horizontal construction, multiple contracts for professional services may be procured under a single request for qualifications solicitations. The public notice and request for qualifications shall state the number of contracts that may or will be awarded and shall describe the services to be performed under each contract.

There shall be a single selection process for all of the multiple contracts, except that for each contract there shall be a separate final list and a separate negotiation. However, if the request for qualifications specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single final list and a single negotiation for all of the multiple contracts.

PROCEDURES

The procurement of the design contract for this procurement process shall be in accordance with this Chapter unless the contract is with an engineer and the contract value is less than \$500,000 or with an architect and the value of the contract is less than \$250,000. Professional service contracts less than \$500,000 for engineers or less than \$250,000 for architects will be procured in accordance with Chapter II, Section 2 or 3 of this Manual. The construction-manager-at risk contract shall be procured in accordance with the following procedures:

PUBLIC NOTICES

A public notice shall be issued soliciting interested parties in order to provide the services related to the construction, remodeling and/or reconstruction of public facilities and structures. The notice must comply with A.R.S. §§ 39-204, 34-603, or 28-6713. The public notice shall identify the following:

1. Nature or description of contract work
2. Contract number (determined by Department procedure)
3. Due date and time
4. Physical location for receipt of responses
5. Number of firms to be on the final list
6. County contact name, address, and phone number - an e-mail address may be provided if desired

The public notice should be reviewed by the requesting party (usually the Project Manager) prior to publication to verify that the information accurately reflects their desired services, and meets their schedule requirements. The notice must be published in the County's recognized legal newspaper.

Two separate advertisements are required: one each week for two consecutive weeks. The first advertisement must be a minimum of 21 days (or up to 30 days) prior to the Statement of Qualification (SOQ) due date. The legal newspaper will send an official, notarized copy of the advertisement to verify the dates it was published. This verification will be included in the contract file.

Public notices should be included on the County's Public Works/District Procurement web page although this is not a legal requirement. Printed notices may also be mailed, faxed, or emailed to firms listed on the County Register, or other interested parties as identified by the Procurement Officer. There is no limitation to where public notices can be advertised; professional magazines and trade journals or professional organizations are all appropriate. The Procurement Officer must use judgment, however, in determining the benefits of advertising costs above and beyond the required legal newspaper.

REQUEST FOR QUALIFICATIONS INSTRUCTION PACKET

The Public Notice will give only basic information regarding the solicitation. Interested firms are instructed to contact the County to obtain more formalized information on the required RFQ submittal format and specific solicitation instructions. These instructions are based on standard County requirements with specific project requirements as identified by the Project Manager.

The solicitation/instruction packet must include the evaluation criteria with the relative weight of the selection criteria and state the number of persons or firms to be on the final list. For a horizontal construction project, at least three but not more than five persons or firms shall be on the final list, except that if multiple contracts are being procured under a single solicitation, the number to be interviewed shall be at least three and not more than the number of contracts plus two. In all other projects, three persons or firms shall be on the final list.

The request for qualifications must state a requirement that each person or firm submit a proposed subcontractor selection plan, whereby the proposed subcontractors must be selected based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

The Procurement Officer must assure that every RFQ Instruction Packet issued is documented so all firms may be notified if an amendment is issued to the solicitation.

EVALUATION CRITERIA

The Procurement Officer, Procurement Liaison, and Department Project Manager are jointly responsible for creating the detailed evaluation criteria that shall be used in the evaluation and selection decision. The contractor/consultant selection criteria contained in the SELECTION CRITERIA AND FORMS section should be used as a starting point in creating the criteria. It is not essential that the total points or the evaluation criteria add up to 100 points or any specific number. However, it is important to ensure that the most important criteria carry the most points relative to the point total. Fees, price, man-hours or any other cost information cannot be used in the selection process.

Each committee member must score, rank, and sign their evaluation forms. All evaluation forms must be retained in the contract file for historical information. During the procurement and before the award, all statements of qualifications should be kept until the award of the contract. Upon award of the contract, only the statement of qualification for the awarded firm is necessary to retain in the contract file. A procurement officer may decide to keep all SOQs during the project but the non-selected SOQs should be discarded when the contract file is closed and sent to storage.

EVALUATION COMMITTEE

The construction-manager-at-risk procurement process will require two contracts: 1) Pre-construction services (phase one) contract 2) Construction (contractor-at-risk) contract (phase two). Each Request for Qualification shall have its own evaluation committee. The Procurement Officer and the department project manager shall determine the number and qualifications of the selection committee members within the parameters contained in this paragraph. The proposed selection committee shall be forwarded to the Department Director for approval and the Department Director and the Chief Procurement Officer shall resolve any disputes. The selection committee for construction services shall not have more than seven members, except that, if the contract involves the County and additional governmental or private participants, the number of members of the selection committee shall be increased by one for each additional participant, except that the maximum number of members of the selection committee is nine. The selection committee for construction contracts shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or an engineer who is registered pursuant to A.R.S. §32-121. These members may be employees of the County or outside consultants. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the agent for performing this service, but the County may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under the contract or provide construction, construction services, materials or services under the contract. A Procurement Officer is strongly recommended to be a member of the evaluation committee. In this role, the Procurement Officer will act in an oversight capacity and, in accordance with the Maricopa County Procurement Code, verify that the final contractor selection complies with Arizona Revised Statutes and the Maricopa County Procurement Code.

Prior to the evaluation process, the Procurement Officer should ensure the evaluation committee members understand their responsibilities during the evaluation. These responsibilities include:

1. Evaluation based on published criteria only
2. Avoidance of the appearance of bias or conflict of interest
3. Preservation of the integrity of evaluation process
4. No leading questions asked of firms during interviews
5. No correspondence or communication with firms without providing the same information to all of the firms
6. No preferential treatment
7. Same basic questions asked of all firms
8. Prohibition against exerting undue influence on other members of the evaluation committee – this should be emphasized in committees that include members who have a supervisor-employee relationship

A copy of a typical notification memo sent to evaluation team members is included in the SELECTION CRITERIA AND FORMS section. This form or a similar form should be sent to the evaluation team members to ensure they understand the selection process and timing. Selection committee members from outside the department or staff that have professional outside employment should complete the Confidentiality and Conflict of Interest Certification (Non-disclosure) form.

FINAL LIST PROCESS

Shortly after the SOQs are received by the Office of Procurement Services, the Procurement Officer, will distribute the proposals and scoring sheet(s) to the evaluation committee members. The published criteria will be included on each scoring sheet in order that each committee member is fully aware of the evaluation criteria.

Committee members must independently review and evaluate each SOQ response. Committee members then meet to make a final list. Final calculations are individually made and each member must rank the respondents based on their final score. A meeting should be conducted to review and compare the scoring. Significant deviations should be noted, discussed by the committee, and appropriately adjusted to ensure each proposal is scored considering the information provided in the statement of qualifications/proposal. In identifying the Final List, the selection committee shall:

- A. Evaluate the statements of qualifications and performance data that are submitted in response to the Request for Qualifications for the proposed contract.
- B. If determined by the Department Director and included by the department in the Request for Qualifications, conduct interviews with at least the number of persons or firms to be included on the final list as stated in the Request for Qualifications but not more than the number of persons or firms to be included on the final list plus two as specified in the Request for Qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria approved by the Chief Procurement Officer as published by the department and included in the Request for Qualification, select a final list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the final list shall be the number of persons or firms specified in the Request for Qualifications, except that if a smaller number of responsive and responsible persons or firms respond to the solicitation, the selection committee may proceed with the selection process with the remaining persons or firms if at least two persons or firms remain. The department may also re-advertise, as the Department Director deems necessary or appropriate.
- D. Base the selection and order of preference on demonstrated competence and qualification only.

- E. Not request or consider fees, price, man-hours or any other cost information in the selection or order of preference.

Upon determination of the final list, the Committee Chairman will draft a memo to the Department Director identifying the final list firms and asking for concurrence to proceed with the selection of the top ranked firm or to proceed with interviews with the final list.

If the Department Director selection differs from that of the committee, written justification will be prepared and forwarded to the Chief Procurement Officer for final approval.

LIMITED RESPONSES

- A. The number of persons or firms selected by the Evaluation Committee to be on the final list shall be the number of persons or firms specified in the Request for Qualifications except that:
 - 1. If a smaller number of responsive and responsible persons or firms responds to the solicitation, the selection committee may proceed with the selection process with the remaining person or firms if at least two persons or firms remain. The department may also re-advertise as the Chief Procurement Officer or Department Director determines necessary or appropriate.
 - 2. For professional services only, if only one responsive and responsible person or firm responds to the solicitation, the department may proceed with the one person or firm on the final list and the County may award the contract to a single person or firm if the Procurement Officer determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.

- B. The agent shall award the contract to one of the persons or firms on the final list except that if fewer than the number of persons stated in RFQ but at least two submit a responsive proposal or if one of the final list firms drop out of the selection process, then:
 - 1. If there are three or more remaining persons or firms, the contracting officer shall proceed with the selection process.
 - 2. If there are only two remaining persons or firms, as the Department Director deems necessary and appropriate, the Department Director may elect to proceed with the selection process with the two persons or firms or may elect to terminate the selection process and may elect to re-advertise.
 - 3. If there is only one remaining person or firm, the department shall terminate the selection process and may elect to re-advertise, except as to professional services only, the agent may award the contract to a single person or firm if the department determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.

INTERVIEWS

Interviews with proposers are authorized, however, a proposing firm's approach, or proprietary information may be not disclosed to another competing firm. Additionally, one proposing firm may not be provided with supplementary information about the solicitation without providing that same information to all firms.

FINAL SELECTION

Upon determination of the final list, the Committee Chairman will draft a memo to the Department Director identifying the final list firms and asking for concurrence to proceed with the next stage of the solicitation.

If the Department Director selection differs from that of the committee, written justification will be prepared and forwarded to the Chief Procurement Officer for final approval.

NEGOTIATIONS

The appointed department liaison and Procurement Officer shall enter into negotiations for a contract with the highest qualified person or firm. The negotiations shall include consideration of compensation and other contract terms that the department determines to be fair and reasonable to the County. In making this decision, the negotiating team shall take into account the estimated value, scope, complexity and nature of the services to be rendered. If the negotiating team is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at a price the agent determines to be fair and reasonable, the Procurement Officer shall formally terminate negotiations with that person or firm. The Procurement Officer and the appointed Department Liaison may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the County and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be performed.

GENERAL CONSIDERATIONS

Until award and execution of a contract by the County, only the name of each person or firm on the final list shall be available to the public. All other information received by the County in response to the Request for Qualification or contained in the proposals shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing offerors during the selection process. Proposals shall be open to public inspection after the contract is awarded and the County has executed the contract. To the extent that the offeror designates and the department concurs, trade secrets and other proprietary data contained in a proposal remain confidential.

Through the Office of Procurement Services, a department may cancel a Request for Qualifications or a Request for Proposals or reject in whole or in part any or all proposals as specified in the solicitation if it is in the best interest of the County. The reasons for cancellation or rejection shall be made part of the contract file.

Notwithstanding any other law:

1. The contractor for construction services is not required to be registered to perform design services pursuant to Title 32, Chapter 1 if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.
2. The contractor for construction services is not required to be licensed to perform construction pursuant to Title 32, Chapter 10 if the firm actually performing the construction on behalf of the contractor is appropriately licensed.

According to A.R.S. Title 34:

1. The estimated cost of the project shall not include the cost to procure any right-of-way or other cost of condemnation.
2. No procurement of any horizontal construction using the construction-manager-at-risk method of project delivery is authorized after June 30, 2025. For purposes of this paragraph, procurement for horizontal construction occurs when the contract for the construction services is executed by the County and the contractor for the construction services. If a contract is executed for construction services on or before June 30, 2025, construction services under the contract may be rendered in whole or in part after June 30, 2025.
3. For the purposes of this paragraph, "Specific, single project" means a project that is constructed at a single location, at a common location or for a common purpose.

According to A.R.S. Title 34, the County shall not:

1. Enter into a contract as a contractor to provide construction-manager-at-risk construction services.
2. Contract with itself, with another agent, with this state or with any other government unit of this state or the federal government for the agent to provide construction-manager-at-risk construction services.

(The prohibitions prescribed in this section do not prohibit the County from providing construction for itself as provided by law.)

For the purposes of this chapter, "Professional Services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

EMERGENCY PROCEDURES

Notwithstanding any other provisions of A.R.S. Title 34, or Article 3 of the Maricopa County Procurement Code, the Chief Procurement Officer may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build

construction services, engineer services, job-order-contracting construction services, landscape architect services, assayer services, geologist services or land surveying services if a threat to the public health, welfare or safety exists or if a situation exists that makes compliance with Title 34 impracticable, unnecessary or contrary to the public interest, except that these emergency procurements shall be made with such competition as is practicable under the circumstances. In addition to the requirements stated in MC1-353 and MC1-354 of this Code, a written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

MISCELLANEOUS

Information on the following topics is contained in A.R.S. Title 34, Chapter 6:

CONTRACT,
PAYMENT TO CONTRACTOR,
SECURITY,
RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY,
PROGRESS PAYMENTS

CHAPTER V - JOB-ORDER-CONTRACTING

DEFINITION

Job-order-contracting is 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 service, pre-construction services, design services, and other related service may be included.

GENERAL

- A. Except for consultant services procured in accordance with Chapter II, Section 2 of this Procedures Manual, job order contracting construction services will be procured in accordance with this Chapter.
- B. Suggested evaluation criteria used by any job order contracting selection committee are included in the SELECTION CRITERIA AND FORMS SECTION. The criteria will be published as part of the solicitation.
- C. The County shall provide public notice of each procurement and the County shall award contracts on the basis of demonstrated competence and qualification.

- D. There is no retention withheld for job-order-contracts.
- E. In accordance with the Maricopa County Procurement Code, the single maximum value of an individual job order or work assignment shall not exceed \$1,000,000 or such higher or lower amount as adopted by the Board of Supervisors. The maximum yearly contract value of a job-order-contract is \$5,000,000. Projects will not be fragmented and/or divided so as to allow the issuing of several jobs (assignments) that meet the monetary criteria of this procurement process.

MULTIPLE CONTRACTS

Multiple contracts for Job Order Contracts shall be procured in accordance with A.R.S. Title 34; §34-103.

PROCEDURES

PUBLIC NOTICES

A public notice shall be issued soliciting interested parties for a contract to provide the services related to the construction, remodeling and/or reconstruction of public facilities and structures. The notice must comply with A.R.S. §34-604. The public notice shall identify:

1. Nature or description of contract work
2. Contract number (determined by Department procedure)
3. Due date and time
4. Physical location for receipt of responses
5. Number of firms to be on the final list
6. County contact name, address, and phone number - an e-mail address may be provided if desired.

The public notice should be reviewed by the requesting party (usually the Project Manager) prior to publication to verify that the information accurately reflects their desired services, and meets their schedule requirements. The notice must be published in the County's recognized legal newspaper.

Two separate advertisements are required: one each week for two consecutive weeks. The first advertisement must be a minimum of 21 days (or up to 30 days) prior to the Statement of Qualification (SOQ) due date. The legal newspaper will send an official, notarized copy of the advertisement to verify the dates it was published. This verification will be included in the departmental contract file or OPS's master advertising file.

Public notices should be included on the Office of Procurement Services' BidSync Procurement web page although this is not a legal requirement. There is no limitation to where public notices can be advertised; professional magazines and trade journals or

professional organizations are all appropriate. The Procurement Officer must use reasonable judgment, however, in determining the benefits of advertising costs above and beyond the required legal newspaper.

REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTION PACKET

The Public Notice gives only basic information regarding the solicitation. Interested firms are instructed to contact BidSync to obtain information on the RFQ format instructions. These instructions are based on standard County requirements with specific project requirements as identified by the Project Manager.

The request for qualifications/solicitation must include the evaluation criteria with the relative weight of the selection criteria and state the number of persons or firms that are to be included on the final list. For a horizontal construction project, at least three but not more than five persons or firms shall be on the final list, except that if multiple contracts are being procured under a single solicitation, the number to be interviewed shall be at least three and not more than the number of contracts plus two. In all other projects, three persons or firms shall be on the final list.

The request for qualifications must state a requirement that each person or firm submit a proposed subcontractor selection plan, whereby the proposed subcontractors must be selected based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone

The Procurement Officer must ensure that every solicitation issued is documented in order to ensure all firms are notified of solicitation amendments.

EVALUATION CRITERIA

The Department Procurement Officer and Department Project Manager are jointly responsible for creating the detailed evaluation criteria to be used in the evaluation and selection. The consultant selection criteria contained in the SELECTION CRITERIA AND FORMS section should be used as a starting point in creating the criteria. It is not essential that the total points or the evaluation criteria add up to 100 points or any specific number. However, it is important to ensure that the most important criteria carry the most points relative to the point total. In accordance with Arizona Revised Statutes, fees, price, man-hours or any other cost information cannot be used in the selection process.

Each committee member must score, rank, and sign their evaluation forms. All evaluation forms must be retained in the contract file for historical information. During the procurement and before the award, all statements of qualifications should be kept until the award of the contract. Upon award of the contract, the statements of qualification and resulting contract must be maintained in the contract file consistent with public records law and retention schedules.

EVALUATION COMMITTEE

Each job order-contract solicitation shall have its own evaluation committee. The Procurement Officer and department project manager shall determine the number and qualifications of the selection committee members and the proposed selection committee shall be forwarded to the Department Director and Chief Procurement Officer for approval. The Department Director and the Chief Procurement Officer shall resolve any disputes. The selection committee shall not have more than seven members except that if the contract involves the agent and additional governmental or private participants, the number of members of the selection committee shall be increased by one for each additional participant, except that the maximum number of members of the selection committee is nine. The selection committee shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or an engineer who is registered pursuant to A.R.S. §32-121. These members may be employees of the County or of outside consultants. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the agent for performing this service, but the County may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under the contract or provide construction, materials or services under the contract. A Procurement Officer will act in an oversight capacity to verify that selections were conducted in accordance with A.R.S and the Maricopa County Procurement Code.

Prior to the evaluation process, the Procurement Officer should ensure the evaluation committee members understand their responsibilities during the evaluation. These responsibilities include:

1. Evaluation based on published criteria only
2. Avoidance of the appearance of bias or conflict of interest
3. Preservation of integrity of evaluation process
4. No leading questions asked of firms during interviews
5. No correspondence or communication with firms without providing the same information to all of the firms
6. No preferential treatment
7. Same basic questions asked of all firms
8. Prohibition against exerting undue influence on other members of the evaluation committee – this should be emphasized in committees that include members who have a supervisor-employee relationship

A copy of a typical notification memo sent to evaluation team members is included in the SELECTION CRITERIA AND FORMS section. This form or a similar form should be sent to the evaluation team members to ensure they understand the selection process and timing. Selection committee members from outside the department or staff that have professional outside employment should complete the Confidentiality and Conflict of Interest Certification/Non-disclosure form.

SHORT LIST PROCESS

Shortly after the Statements of Qualifications are received by the Office of Procurement Services, the Procurement Officer will distribute the proposals to the evaluation committee members with a score/ranking form. The published criteria will also be included in order that each committee member is fully aware of the evaluation criteria to use.

Committee members must independently review, evaluate and score each SOQ response. The Procurement Officer and Committee members shall then meet to finalize the proposal scoring to determine a short list. Final calculations are individually made and each member scores the respondents based on the evaluation criteria. A meeting should be conducted to review and compare the independent evaluation committee members scoring. Significant deviations should be noted, discussed by the committee, and appropriately adjusted to ensure each proposal is scored considering the information provided in the statement of qualifications/proposal.

In identifying the short list, the selection committee shall:

- A. Evaluate the statements of qualifications and performance data that are submitted in response to the Request for Qualifications for the proposed contract.
- B. If determined by the Department Director and included by the department in the Request for Qualifications, conduct interviews with at least the number of persons or firms to be included on the short list as stated in the Request for Qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the Request for Qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria approved by the Chief Procurement Officer and published by the department and included in the Request for Qualification, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the Request for Qualifications, except that if a smaller number of responsive and responsible persons or firms respond to the solicitation, the selection committee may proceed with the selection process with the remaining persons or firms if at least two persons or firms remain. The department may also re-advertise as the Department Director deems necessary or appropriate.
- D. Base the selection and order of preference on demonstrated competence and qualification only.
- E. Not request or consider fees, price, man-hours or any other cost information in the selection or order of preference.

Upon determination of the short list, the Committee Chairman will draft a memo to the Department Director identifying the final short list of firms and ask for approval to proceed with the evaluation interviews.

If the Department Director selection differs from that of the committee, written justification will be prepared by the Department Director and then forwarded to the Procurement Officer for final approval.

PROCUREMENT ALTERNATIVES

(NOTE: After the final list is created, two procurement avenues are available. Alternative A directly begins a negotiation phase ultimately ending in a signed contract. Alternative B, the County preferred alternative, requires the issuance of a request for technical proposals and ultimately a priced proposal.)

(NOTE: Refer to A.R.S. §34-604. This statutory section allows a price breakout by individual building, public work or other division of the contract. The breakout would allow completion of the individual work.)

ALTERNATIVE A

The County shall award a contract to at least one of the persons or firms on the final list.

NEGOTIATIONS

The department shall enter into negotiations for a contract with the highest qualified person or firm. The negotiations shall include consideration of compensation and other contract terms that the department determines to be fair and reasonable to the County. In making this decision, the negotiating team shall take into account the estimated value, the scope, the complexity, and the nature of the services to be rendered. If the negotiating team is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at a price the agent determines to be fair and reasonable, the Department Director shall formally terminate negotiations with person or firm. The department may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the County and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

ALTERNATIVE B

The Alternative B process uses the same process as Alternative A up through the finalization of the final list. From that point, the following procedures apply.

REQUEST for TECHNICAL PROPOSALS

The department shall issue a Request for Technical Proposals to the persons or firms on the final list. The Request for Technical Proposals shall include:

1. The department's project schedule and project budget or life cycle budget for a procurement that includes maintenance services or operations services.
2. A statement that the contract will be awarded to the offeror whose proposal receives the highest number of points under a scoring method.
3. A description of the scoring method, including a list of the factors in the scoring method and the number of points allocated to each factor.
4. A requirement that each offeror submit separately a Technical Proposal and a Price Proposal and that the offeror's entire proposal be responsive to the requirements in the Request for Proposals.
5. A statement that in applying the scoring method the selection committee will separately evaluate the Technical Proposal and the Price Proposal and will evaluate and score the Technical Proposal before opening the Price Proposal.
6. If the department conducts interviews, a statement that interviews will be held and a requirement that each offeror submit a Preliminary Technical Proposal before the interviews are held.

LIMITED RESPONSES

- A. The number of persons or firms selected by the Evaluation Committee to be on the final list shall be the number of persons or firms specified in the Request for Qualifications except that:
 1. If a smaller number of responsive and responsible persons or firms respond to the solicitation, the selection committee may proceed with the selection process with the remaining person or firms if at least two persons or firms remain. The department may also re-advertise as the Department Director deems necessary or appropriate.
 2. As to professional services selection only, if only one responsive and responsible person or firm responds to the solicitation, the department may proceed with the one person or firm on the final list and the County may award the contract to a single person or firm if the department determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.
- B. The agent shall award the contract to one of the persons or firms on the final list except that if fewer than the number of persons stated in Alternative B but at least two submit a responsive proposal or if one of the final list firms listed in either Alternative A or B drop out of the selection process, then:
 1. If there are three or more remaining persons or firms, the department shall proceed with the selection process.
 2. If there are only two remaining persons or firms, as the Department Director deems necessary and appropriate, the Department Director may elect to proceed

with the selection process with the two persons or firms or may elect to terminate the selection process and may elect to re-advertise.

3. If there is only one remaining person or firm, the department shall terminate the selection process and may elect to re-advertise, except as to professional services only, the agent may award the contract to a single person or firm if the department determines in writing that the negotiated fee is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a re-solicitation.

EVALUATION CRITERIA

In collaboration with the Office of Procurement Services' contracting officer, the department shall develop and the Chief Procurement Officer shall have the authority to approve the evaluation criteria to be used in the selection process. All evaluation criteria shall comply with A.R.S. Title 34 – Public Buildings and Improvements.

INTERVIEWS

If the Department Director determines to conduct interviews, each offeror shall submit a Preliminary Technical Proposal to the department before those interviews are held.

If determined by the department and included by the department in the Request for Proposals, the selection committee shall conduct interviews with all persons or firms that submit preliminary Technical Proposal. Interviews shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair treatment with respect to any opportunity for interview and for clarification by the owner. Revision of Preliminary Technical Proposals shall be permitted after submission of Preliminary Technical Proposal and before award for the purpose of obtaining Best and Final Proposals. In conducting any interviews, information derived from proposals submitted by competing offerors shall not be disclosed to other competing offerors.

After completion of any interview or if no interviews are held, each offeror shall submit separately the offeror's Final Technical Proposal and its Price Proposal.

FINAL SELECTION

Before opening any Price Proposal, the selection committee shall open the Final Technical Proposals, evaluate the Final Technical Proposals and score the Final Technical Proposals using the scoring method in the Request for Proposals. No other factors or criteria may be used in the evaluation and scoring.

After completion of the evaluation and scoring of all Final Technical Proposals, the selection committee shall open the Price Proposals, evaluate the Price Proposals, score the Price Proposals and complete the scoring of the entire proposals using the scoring method in the Request for Proposals. No other factors or criteria may be used in the evaluation and scoring.

AWARD

The County shall award the contract to the responsive and responsible offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation.

The contract file shall contain the basis on which the award is made.

GENERAL CONSIDERATIONS

Until award and execution of a contract by the County, only the name of each person or firm on the final list shall be available to the public. All other information received by the County in response to the Request for Qualification or contained in the proposals shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing offerors during the selection process. The proposals shall be open to public inspection after the contract is awarded and the County has executed the contract. To the extent that the offeror designates and the department concurs, trade secrets and other proprietary data contained in a proposal remain confidential.

A department may cancel a Request for Qualifications or a Request for Proposals or reject in whole or in part any or all proposals as specified in the solicitation if it is in the best interest of the County. The department shall make the reasons for cancellation or rejection part of the contract file.

If the contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order:

- A. The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders:
 - 1. A copy of the descriptions of all standard individual task on which the subcontractor is invited to bid.
 - 2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

- B. If not previously delivered to the subcontractor, the contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
 - 4. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - 5. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform

6. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

Notwithstanding any other law:

1. The contractor for construction services is not required to be registered to perform design services pursuant to Title 32, Chapter 1 if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.
2. The contractor for construction services is not required to be licensed to perform construction pursuant to Title 32, Chapter 10 if the firm actually performing the construction on behalf of the contractor is appropriately licensed.

Notwithstanding anything to the contrary in this appendix or in A.R.S. Title 34:

1. No procurement of any horizontal construction using the job-order contracting method of project delivery is authorized after June 30, 2025.
2. For purposes of this paragraph, procurement for horizontal construction occurs when the contract for the construction services is executed by the County and the contractor for the design-build construction services.
3. If a contract is executed for construction services on or before June 30, 2025, construction services under the contract may be rendered in whole or in part after June 30, 2020.

Notwithstanding anything to the contrary in this appendix or in A.R.S. Title 34, the County shall not:

1. Enter into a contract as contractor to provide job order contracting construction services.
2. Contract with itself, with another agent, with this state or with any other government unit of this state or the federal government for the agent to provide job order contracting construction services.

The prohibitions prescribed above do not prohibit the County from providing construction for itself as provided by law.

For the purposes of this section, "Professional Services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

Each contract for construction services shall include the full street or physical address of each separate location at which the construction will be performed and a requirement that the contractor and each subcontractor at any level include in each of its subcontracts the same address information.

MULTI-TERM CONTRACTS

A contract may be entered into for a period of up to five years provided:

1. It is in the best interests of the County

2. If the terms and conditions of renewal and/or extension are included in the initial solicitation
3. Money is available for the first fiscal period of the contract.

A multi-year contract may contain provisions that state that payment and performance obligations for succeeding fiscal periods are subject to funding.

Before using a multi-term contract the department shall:

- A. Determine that the contract covers the estimated requirements and that the requirements are reasonable and continuing.
- B. Determine, in writing, that the contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in procurement.

If the contract is not funded in a subsequent fiscal period, the contract may be cancelled. The contractor will be reimbursed for the reasonable value of any nonrecurring costs that are incurred but not amortized in the price of the construction services delivered under the contract or that are otherwise not recoverable.

JOB-ORDER-CONTRACTING CONSTRUCTION BID SECURITY

Bid security is required for all job-order-contracting construction services awarded by competitive sealed proposals pursuant to A.R.S. §34-608 if the department estimates that the budget for construction, excluding the cost of any finance services, maintenance services, operations services, design services, pre-construction services or other related services will be more than the amount prescribed in A.R.S. §41-2535, Subsection D. Each proposal for job-order-contracting construction services shall be accompanied by a certified check, cashier's check or surety bond in an amount equal to the amount stated in the Request for Proposals but not more than ten percent of the department's reasonably estimated budget for construction that the department believes is likely to actually be done during the first year of the contract excluding any finance services, maintenance services, operations services, design services, pre-construction services or other related services, for the project as stated in the Request for Proposals.

The following additional guidance applies:

1. If the Request for Proposals requires security, noncompliance requires that the agent reject the proposal for noncompliance with the security requirement, unless the agent determines that the bid fails to comply in a non-substantial manner with the security requirement.
2. After the department opens the proposals, the proposals are irrevocable for the period specified in the Request for Proposals, except as provided in A.R.S. §34-608, Subsection F. If a proposer is permitted to withdraw its proposal before award, no action may be had against the proposer or the bid security.
3. The department shall return the certified check, cashier's check or surety bond to the contractors whose proposals are not accepted and to the successful contractor upon

the execution of the satisfactory payment and performance bonds, insurance and the contract.

JOB-ORDER-CONTRACTING BOND REQUIREMENTS

In all cases, payment and performance bonds shall be required and submitted to the County in accordance with the requirements of A.R.S.

EMERGENCY PROCEDURES

Notwithstanding any other provisions of A.R.S. Title 34, Sections MC1-353 and MC1-354 of this Code, the County Administrative Officer may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build construction services, engineer services job-order-contracting construction services, landscape architect services, assayer services, geologist services or land surveying services if a threat to the public health, welfare of safety exists or if a situation exist that makes compliance with Title 34 impracticable, unnecessary or contrary to the public interest, except that these emergency procurements shall be made with such competition as is practicable under the circumstances. In addition to the requirements stated in MC1-353 and MC1-354 of this Code, a written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

MISCELLANEOUS

Information on the following topics is contained in A.R.S. Title 34, Chapter 6:

CONTRACT,
PAYMENT TO CONTRACTOR,
SECURITY,
RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY,
PROGRESS PAYMENTS

CHAPTER VI - CHANGE ORDERS

CHANGE ORDER AUTHORIZATION

- A. The Maricopa County Board of Supervisors through the County's Procurement Code has authorized the Chief Procurement Officer to approve change orders of previously awarded consultant and construction contracts awarded under Article 5 of the Maricopa County Procurement Code. The Chief Procurement Officer's change order authority is \$1,000,000.00 per contract but may be increased by the Board on a project or contract specific basis.
- B. The following guidance is mandatory:
In all cases, change orders shall conform to Article 5 of the Maricopa County Procurement Code.
1. Change orders in excess of \$1,000,000.00, (or change orders in excess of the project specific change order authority granted to the Chief Procurement Officer by the Board) shall:
 - a. Be prepared by the requesting department and signed/approved by the requesting department's director on the forms described and contained in this Chapter. Unless specific change order approval delegation is granted by the Chief Procurement Officer, the completed forms/documentation shall be delivered by the requesting department to the Office of Procurement Services Article 5 Contracting Officer.

(In order to accurately reflect individual internal departmental requirements for signatures and approval requirements, each department may add to the signature blocks/approvals contained in the basic change order form(s) in this manual. However, the basic change order content and information shall not be removed from or significantly modified in the change order forms contained in this manual.)

- b. The Article 5 Procurement Officer will coordinate requisite approval of the Chief Procurement Officer or Board of Supervisors. The Office of Procurement Services will review the change order to determine its compliance with the County's Procurement Code. Additionally, if the requesting departmental director has not already signed/approved the requested change order, the Office of Procurement Services will return either an approved or disapproved change order to the requesting department for the requesting Department Director's approval. If the change order is denied by either the Board of Supervisors or the Chief Procurement Officer, the Office of Procurement Services' will notify the requesting department in writing.
 - c. (NOTE: This step is not applicable if the requesting departmental director has already approved the change order.) After the Office of Procurement Services

reviews the requesting departments change order for compliance with the County's Procurement Code, the Office of Procurement Service's will return the reviewed change order to the requesting department for approval/signature. The requesting department's director shall approve the change order and return the approved/signed document to the Office of Procurement Services Article 5 Contracting Officer. If the requesting department's director disapproves the change order, the change order process will stop.

- d. Based on pre-established lead times, the Office of Procurement Services Article 5 Contracting Office will schedule and coordinate the necessary approvals from either the Board of Supervisors or the Chief Procurement Officer based on the signature authority given to the Chief Procurement Officer by the County's Board of Supervisors.
 - e. After all the requisite written approvals/signatures have been obtained, the Office of Procurement Services will deliver a fully signed change order to the requesting department, the contractor, and the official contract file.
2. The Chief Procurement Officer has been authorized to delegate change order authority to County staff on a case-by-case basis. Unless specifically granted this written authority, Department Directors do not have change order authority and change orders must be submitted to the Office of Procurement Services through the Article 5 Contracting Office for approval.
 3. All change order requests must include written justification for the change order documenting the circumstances under which the Office of Procurement Services should approve the change order in accordance with the Maricopa County Procurement Code and/or Arizona Revised Statutes. Change orders that involve major bid item changes (as defined by M.A.G. Uniform Standard Specification for Public Works Construction) require board approval.
 4. All requests for change orders must be submitted and approved by the Department Director to the Office of Procurement Services on standardized forms previously approved by the Chief Procurement Officer.
 5. All change orders/additional service requests must include a standardized contract modification justification form. The change order formats are included in this section of the manual. All parties noted must sign the form before any change to the originally approved work is initiated.
 6. All Article 5 departmental signed and/or approved change orders against Office of Procurement Services contracts shall be provided to the Office of Procurement Services within one week of being approved.

CONTRACT MODIFICATION AUTHORITY MATRIX

Departmental directors (who have been delegated appropriate authority) may issue contract modifications for construction contracts up to the limits specified in the Delegated Contract Change Order Authority Matrix (below). The following table does

not list all intermediate contract values, but the specific modification limit may be determined by mathematical interpolation based upon the Board-approved contract value. Contract modifications exceeding these limits must be approved pursuant to the requirements of Article MC1-512 of the Maricopa County Procurement Code.

DELEGATED CONTRACT CHANGE ORDER AUTHORITY MATRIX			
NON-CONSTRUCTION		CONSTRUCTION	
CONTRACT FEE	MODIFICATION LIMIT	CONTRACT VALUE	MODIFICATION LIMIT
\$1 - 1000	CAPA ceiling	\$1 - 1,000	CAPA ceiling
\$10,000	\$6,000	\$10,000	\$6,000
\$100,000	\$40,000	\$100,000	\$40,000
\$200,000	\$60,000	\$200,000	\$60,000
\$300,000	\$75,000	\$300,000	\$75,000
\$400,000	\$85,000	\$400,000	\$90,000
\$500,000	\$90,000	\$500,000	\$107,500
\$750,000	\$93,750	\$1,000,000	\$200,000
\$1,000,000	\$97,500	\$2,000,000	\$245,000
\$1,500,000	\$100,000	\$3,000,000+	\$250,000

SPECIFIC CHANGE ORDER INFORMATION

1. **TIME-ONLY CHANGES.** Non-Job Order construction contract modifications that only address changes to the time frame of a contract may be approved and signed by the Department Director without Board or Chief Procurement Officer approval regardless of the modification authority status. This change order approval authority only applies for time changes up to 180 days maximum. Any contract change orders in excess of 180 days must be approved by either the Chief Procurement Officer or Board of Supervisors. The requirements of Paragraph 5 above must be met. (NOTE: OMB coordination may be required due to fiscal changes caused by the time changes.)
2. **DEDUCTIVE CHANGES.** Any contract modifications that result in a Reduction in the contract cost may be approved by the Department Director without Board or Chief Procurement approval unless the modification incorporates a major change in the scope of work. The requirements of Paragraph 5 above must be met.
3. **SCOPE of WORK CHANGES.** All modifications resulting in a major change in the scope of work, regardless of the cost increase or decrease, must be forwarded to the Board of Supervisors (if the Board of Supervisors approved the original contract)

or the Chief Procurement Officer (if the Chief Procurement Officer approved the original contract).

A cardinal, material, and/or major change is defined as a contract change order or amendment which cannot be redressed, remedied, or rectified within the contract by an equitable adjustment to the contract price without significantly altering the scope of work. [Allied Materials & Equipment Co., Inc. v. United States, 569 F.2d 562, 215 Ct.Cl. 406 (1978)]. The purpose of the "cardinal change" doctrine or rule is to provide a remedy for contractors who are directed by the government to perform work which is not within the general scope of the contract. [Allied Materials & Equipment Co. v. United States, 215 Ct. Cl. 406, 409 (Ct.Cl. 1978)]. Additionally, a cardinal change is a change that cannot be encompassed by the contracts Changes (or Amendments) clause(s) because the change is one which fundamentally alters the contractual undertaking of the contractor. [Marden, 194 Ct.Cl. at 808; Air-A-Plane Corp. v. United States, 187 Ct.Cl. 269, 275-76, 408 F.2d 1030, 1033 (1969)] The basic standard, therefore, is whether the directed change comprises essentially the same work as the parties bargained for when the contract was awarded. [Araona Construction Co. v. United States, 165 Ct.Cl. 382, 391 (1964)]. If the proposed change is not reasonably within the intent of the original scope of the contract, it is considered a cardinal change.

In determining whether a change is within the general scope of the contract, consideration must also be given to both the character and magnitude of the change, as well as to its cumulative effect upon the project as a whole. Thus, while a cardinal change will exist where the ordered deviations alter the nature of the thing to be constructed, it is the entire undertaking of the contractor which is critical to the analysis. [Marden, 194 Ct.Cl. at 808].

CHANGE ORDER MASTER

INSTRUCTION SHEET

READ INSTRUCTION SHEET BEFORE PROCEEDING

Through the Maricopa County Procurement Code, the Board of Supervisors of Maricopa County has authorized the Chief Procurement Officer to approve change orders for consultant and construction contracts awarded under Article 5 of the Procurement Code.

If the change order must be approved by the Board of Supervisors/Directors, use the applicable forms titled "BOS - BOD".

If the change order amount is within the Department Directors authorized approval amount or the change order requires the approval of the Chief Procurement Officer/Office of Procurement Services, use the form titled "County Entity". The change order forms are described as follows:

- A. Construction Change Orders requiring BOS - BOD approval
- B. Construction Change Orders requiring County Entity or Chief Procurement Officer approval
- C. Consultant (A/E) Change Orders requiring BOS - BOD approval
- D. Consultant (A/E) Change Orders requiring County Entity approval

CONSTRUCTION CHANGE ORDER - BOS - BOD APPROVAL												
NAME OF CTY ENTITY												
Date:	02/24/11	Change Order Number:	3	Amount:								
			\$ 59,848.00	File No:								
Contract No:	XYZ 2012CXXX	Work Order/PCN No:										
Contractor Name:	NAME OF CONTRACTOR											
Contract Title:	CONSULTANT/CONSTRUCTION XYZ PROJECT											
Initial Amount:	\$10,000,000.00	Contract Award Date:	XX/XX/XXX	Total Previous Change Orders:								
				\$45,000.00								
<p>The Contractor, by mutual agreement of the parties, shall make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on the above-identified contract. All other contract terms and conditions remain unchanged.</p> <p>Approval of this change order establishes a new contract amount of \$XXX,XXX.XX and a new completion date of XX/XX/20XX.</p> <p>ENTER JUSTIFICATION FOR CHANGE ORDER HERE.</p> <p>With this Change Order, the total amount of this contract has increased XXX%. By reason of this proposed change <u>XX</u> days of additional time will be allowed. The new contract completion date is: <u>XX/XX/XX</u></p> <p>The following financial information is submitted:</p> <table style="width: 100%; margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Initial Contract Amount</td> <td style="text-align: right;">\$10,000,000.00</td> </tr> <tr> <td style="text-align: right;">Amended Contract Amount w/ previous change orders</td> <td style="text-align: right;">\$10,045,000.00</td> </tr> <tr> <td style="text-align: right;">Current Change Order Request</td> <td style="text-align: right;">\$59,848.00</td> </tr> <tr> <td style="text-align: right;">Amended Contract Amount w/ current change order</td> <td style="text-align: right;">\$10,104,848.00</td> </tr> </table> <p><i>We, the undersigned Contractor, having given careful consideration to the change(s) proposed, hereby agree that upon execution of this change order that we will provide all equipment, furnish all material (except as noted in the Bid Line Item Sheet), perform all work specified in Bid Line Item Sheets; and we will accept as full payment therefore the prices shown in Bid Line Item Sheet.</i></p> <p style="text-align: center;">IN WITNESS WHEREOF, the parties herein have executed this Contract Change Order:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>NAME OF FIRM</p> <p>Principle (Signature) _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Federal Tax ID Number: _____</p> </div> <div style="width: 45%;"></div> </div>					Initial Contract Amount	\$10,000,000.00	Amended Contract Amount w/ previous change orders	\$10,045,000.00	Current Change Order Request	\$59,848.00	Amended Contract Amount w/ current change order	\$10,104,848.00
Initial Contract Amount	\$10,000,000.00											
Amended Contract Amount w/ previous change orders	\$10,045,000.00											
Current Change Order Request	\$59,848.00											
Amended Contract Amount w/ current change order	\$10,104,848.00											
NAME OF CTY ENTITY												
RECOMMENDED BY:		ACCEPTED AND APPROVED:										
_____		_____										
Authorized Person's Name	Date	Chairman, Board of Supervisors/Director	Date									
AUTHORIZED PERSON'S TITLE		ATTEST:										
LEGAL REVIEW		_____										
Approved as to form and within the powers and authority granted under the laws of the State of Arizona to (Cty Entity).		Clerk of the Board	Date									
_____		_____										
Deputy/General Counsel	Date											
Copy to: Office of Procurement Services, Contract File, Contractor, Controller, Project Manager												

NAME OF COUNTY ENTITY
XYZ 2012CXXX

Sheet 1 of 3

Bid Line Items Sheet

CONSTRUCTION CHANGE ORDER NO. 3

Provide a complete description of work to be done, including estimates of quantities and prices to be paid. Segregate between additional work at contract prices, agreed price, and actual cost(s). Unless otherwise stated, rates for rental of equipment on actual cost work shall cover only such time as equipment is actually used. No allowances will be made for idle times.

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)
1	Pencils	Package	888	333	(555.00)	\$5.00	(\$2,775.00)
1	Pencils	Package	44	43	(1.00)	\$6.00	(\$6.00)
88	Picture, computer and pencils	Package	33	34	1.00	\$44.00	\$44.00
Total this Sheet							\$ (2,737.00)

CONSTRUCTION CHANGE ORDER – OFFICE OF PROCUREMENT SERVICES			
NAME OF COUNTY ENTITY			
Date: XX/XX/XX	Change Order Number: <input style="width: 50px;" type="text" value="3"/>	Amount: <input style="width: 80px;" type="text" value="\$29,468.40"/>	File No: <input style="width: 80px;" type="text" value="XXXXX"/>
Contract No: XYZ 2012CXXX		Work Order/PCN No:	<input style="width: 80px;" type="text" value="XXXXXX"/>
Contractor Name: NAME OF CONTRACTOR			
Contract Title: CONSULTANT/CONSTRUCTION XYZ PROJECT			
Initial Amount: <input style="width: 100px;" type="text" value="\$10,000,000.00"/>	Initial Contract Award Date: <input style="width: 50px;" type="text" value="6/9/99"/>	Total Previous Change Orders:	<input style="width: 100px;" type="text" value="\$45,000.00"/>
<p>The Contractor, by mutual agreement of the parties, shall make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on the above-identified contract. All other contract terms and conditions remain unchanged.</p> <p>Enter justification here.</p> <p style="text-align: center;">With this Change Order, the total amount of this contract has increased XXX%. By reason of this proposed change, XX days extension of time will be allowed. The contract completion date is:XX/XX/XX.</p>			
The following financial information is submitted:			
Initial Contract Amount		\$10,000,000.00	
Amended Contract Amount w/ previous change orders		\$10,045,000.00	
Current Change Order Request		\$29,468.40	
<u>Amended Contract Amount w/ current change order</u>		<u>10,074,468.40</u>	
Total Requested Change Orders	\$ 74,468.40		
Change Order Authorization Remaining	\$175,531.60		
<p><i>We, the undersigned Contractor, having given careful consideration to the change(s) proposed, hereby agree that upon execution of this change order that we will provide all equipment, furnish all material (except as noted in the bid line item sheet), perform all work specified in the bid line item sheet; and we will accept as full payment therefore, the prices shown in the bid line item sheet.</i></p>			
Contractor Name: <input style="width: 150px;" type="text" value="NAME OF FIRM"/>	Principle (Signature) _____		
Contractor Address: <input style="width: 150px;" type="text" value="123 ANY STREET"/>	Printed Name _____		
<input style="width: 150px;" type="text" value="SUITE 2"/>	Title: _____		
<input style="width: 150px;" type="text" value="PHOENIX, AZ 85009"/>	Date: _____		
COUNTY ENTITY APPROVAL			
I certify that this change is required to accomplish the overall task for which this contract is initiated.	Division Concurrence:		
Project Manager _____ Date _____	Division Manager _____ Date _____		
I certify that funds are available to accomplish this Change Order.	I certify that this change is within the limits authorized by the County Procurement Code.		
Controller _____ Date _____	Chief Procurement Officer/Article 5 Procurement Supervisor _____ Date _____		
General Manager Approval _____	County Engineer Approval _____		
County Entity Director/Manager _____ Date _____	County Engineer _____ Date _____		
Copy to: Office of Procurement Services, Contract File, Contractor, Controller, Division Manager, Project Manager			

NAME OF COUNTY ENTITY
 XYZ 2000CXXX Sheet 2of 3
 Bid Line Items Sheet (Continuation)
 CONSTRUCTION CHANGE ORDER NO. 3

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)
2	Pens	each	33	44	11.00	\$7.00	\$77.00
4	Extra Paper	each	250	30	(220.00)	\$4.44	(\$976.80)
Total this Sheet							\$ (899.80)

CONSULTANT CHANGE ORDER- BOS APPROVAL											
NAME OF COUNTY ENTITY											
Date:	X/XX/XX	Change Order Number:	1								
		Amount:	\$ 250,000.00								
Contract No:	XYZ 2012CXXX	File No:	XXXXXX								
Consultant Name:	NAME OF FIRM										
Contract Title:	Consultant XYZ Project										
Initial Amount:	\$1,000,000.00	Initial Contract Award Date:	XX/XX/XX								
		Total Previous Change Orders:	\$44,444.00								
<p>By mutual agreement of the parties, the following contract change(s) are incorporated into the above-identified contract. Approval of this change order will establish a new contract amount. All other contract terms and conditions remain unchanged.</p> <p>Approval of this change order establishes a new contract amount of \$XXX,XXX.XX and a new completion date of XXXXXXXX XX, XXXX.</p> <p>Enter justification here.</p> <p style="text-align: center;">With this Change Order, the total amount of this contract has increased XXX%.</p> <p>By reason of this proposed change <u>XX</u> days extension of time will be allowed.</p> <p>The contract completion date is: <u>XX/XX/X</u>.</p>											
<p>The following financial information is submitted:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Initial Contract Amount</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Amended Contract Amount w/ previous change orders</td> <td style="text-align: right;">\$1,044,444.00</td> </tr> <tr> <td>Current Change Order Request</td> <td style="text-align: right;">\$ 250,000.00</td> </tr> <tr> <td><u>Amended Contract Amount w/ current change order</u></td> <td style="text-align: right;"><u>\$1,294,444.00</u></td> </tr> </table>				Initial Contract Amount	\$1,000,000.00	Amended Contract Amount w/ previous change orders	\$1,044,444.00	Current Change Order Request	\$ 250,000.00	<u>Amended Contract Amount w/ current change order</u>	<u>\$1,294,444.00</u>
Initial Contract Amount	\$1,000,000.00										
Amended Contract Amount w/ previous change orders	\$1,044,444.00										
Current Change Order Request	\$ 250,000.00										
<u>Amended Contract Amount w/ current change order</u>	<u>\$1,294,444.00</u>										
<p><i>We, the undersigned Consultant, do hereby agree that upon execution of this change order that we will perform all work as identified above, and as may be described in attachment(s) and will accept the above specified amount(s) as full payment thereof.</i></p> <p style="text-align: center;">IN WITNESS WHEREOF, the parties herein have executed this Contract Change Order:</p> <p style="text-align: center;">NAME OF FIRM</p> <p>Principle (Signature) _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Fed Tax Id Number: _____</p> <p style="text-align: center;">NAME OF COUNTY ENTITY</p> <p style="text-align: center;">RECOMMENDED BY: _____ ACCEPTED AND APPROVED: _____</p>											
<p>Authorized Person's Name _____ Date _____</p> <p>AUTHORIZED PERSON'S TITLE _____</p>	<p>Chairman, Board of Supervisors/Directors _____ Date _____</p>	<p>ATTEST:</p>									
<p>LEGAL REVIEW</p> <p>Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the County Entity.</p>											
<p>Deputy/General Counsel _____ Date _____</p>		<p>Clerk of the Board _____ Date _____</p>									
<p>Copy to: Contract File, Office of Procurement Services, Controller, Division Manager, Project Manager, Consultant</p>											

CONSULTANT CHANGE ORDER – OFFICE OF PROCUREMENT SERVICES APPROVAL					
NAME OF COUNTY ENTITY					
		Change Order Number:	1		
Date:	XX/XX/XX	Amount:	\$20,000.00	File No:	XXXXX
Contract No:	XYZ 2012CXXX	PCN No:	120.22.22		
Consultant Name:	NAME OF FIRM				
Contract Title:	Consultant XYZ Project				
Initial Amount:	\$1,000,000.00	Initial Contract Award Date:	5/19/99	Total Previous Change Orders:	\$44,444.00
<p>By mutual agreement of the parties, the following contract change(s) are incorporated into the above-identified contract. All other contract terms and conditions remain unchanged.</p> <p>Enter justification here.</p> <p style="text-align:center;">With this Change Order, the total amount of this contract has increased XXX%.</p> <p>By reason of this proposed change <u>XX</u> days extension of time will be allowed.</p> <p>The contract completion date is: <u>XX/XX/XX</u>.</p>					
<p>The following financial information is submitted:</p> <p style="text-align:right;">Initial Contract Amount \$ 1,000,000.00</p> <p style="text-align:right;">Amended Contract Amount w/ previous change orders \$ 1,044,444.00</p> <p style="text-align:right;">Current Change Order Request \$ 20,000.00</p> <p style="text-align:right;"><u>Amended Contract Amount w/ current change order \$ 1,064,444.00</u></p>					
<p>Total Requested Change Orders \$ 64,444.00</p> <p>Change Order Authorization Remaining \$ 33,056.00</p>					
<p><i>We, the undersigned Consultant, do hereby agree that upon execution of this change order that we will perform all work as identified above, and as may be described in attachment(s), and will accept the above specified amount(s) as full payment thereof.</i></p>					
<p>Consultant Name: <u>Name of Firm</u></p> <p>Consultant Address: <u>2801 W. Durango St.</u> Printed Name: _____</p> <p style="text-align:center;"><u>Phoenix, AZ 85009</u> Title: _____</p> <p style="text-align:right;">Date: _____</p>					
COUNTY ENTITY APPROVAL					
I certify that this change is required to accomplish the overall task for which this contract is initiated.			Division Concurrence		
Project Manager		Date	Division Manager		Date
I certify that funds are available to accomplish this Change Order.			I certify that this change is within the limits authorized by the County Procurement Code.		
Controller		Date	Chief Procurement Officer/Article 5 Procurement Supervisor		Date
General Manager Approval			County Engineer Approval		
County Entity Director/Manager		Date	County Engineer		Date
Copy to: Contract File, Office of Procurement Services, Controller, Division Manager, Project Manager, Consultant					

CHAPTER VII - FORBEARANCE OF PAST DUE CONTRACTS

In accordance with the terms of each individual contract, forbearance, or the action of refraining from exercising a legal right, especially enforcing the payment of a debt or contract provision, every effort shall be made to maintain contractors and/or consultant's contractual schedule and completion date.

During fee negotiations, the contractor/consultant should be required to submit a work task schedule with associated cash flow for the Project Manager's approval. Contract schedule monitoring and progress payments will be based on this work task and cash flow schedule.

After award of a contract, the award letter shall notify the contractor of the importance the County places on the completion date. [See Sample Letter #1] The letter shall notify the Consultant of the commitment the County expects from them in vigorously pursuing completion of the work to meet the completion date as specified in the contract and in accordance with the approved work task and cash flow schedule.

It is the primary duty of the Project Manager to monitor the schedule of the contractor/consultant during the performance of the contract. If any additional work or a revised scope of work has been required, or if delays to the contract have occurred through no fault of the contractor/consultant over which the County or other agencies had control, the County shall contractually extend the completion date by issuing a Change Order. The Change Order shall be issued timely and prior to the current contract completion date. A revised work task or impact schedule and cash flow schedule based on the Change Order requirements shall be submitted by the contractor/consultant for approval by the Project Manager.

When the contractor/consultant is not meeting the required schedule through any fault of the County (or any other agencies involved in the scope of work), the County shall notify the contractor/consultant of any schedule delays, or anticipated schedule delays. Additionally, if the contractor/consultant is not maintaining the agreed schedule, the Project Manager shall issue a letter of concern asking for a recovery schedule. [See Sample Letter #2] This letter shall identify specific areas of concern and address actions the contractor/consultant shall take to recover their schedule.

If schedule delays continue to occur, the respective Division Manager shall issue a second letter of concern. [See Sample Letter #3] The Project Manager is responsible for identifying the delay and bringing to the attention of the Division Manager the need for issuing such a letter.

If the contractor/consultant is still unable to meet interim schedule deadlines or the final completion date, and contract termination is not reasonable or practical, the County may agree to a new deadline or completion date through forbearance of the contractual completion date, or use liquidated damages. Concurrence of the forbearance is

required from the Project Manager, Division Manager, Procurement Officer, and the Department Director.

Two variations of the forbearance letter are available to be used. For those contracts where the contractor/consultant has made some effort to maintain the schedule, but has been unable to do so, Sample Letter #4 should be issued. It forbears the completion date in light of specific problems of which the contractor/consultant has made the County aware. It retains in full force and effect all terms and provisions of the contract and is issued by the Department Director.

Sample Letter #5 may be used for contractors/consultants who have been unresponsive to the needs of the County and to their commitment to meet the contractual completion date. It specifically addresses that their poor performance on this contract may be used in determining selection for future contracts. It is also issued by the Department Director.

SAMPLE LETTER #1

Issued to all consultants after award

DATE

CONSULTANT

Address

City, State

Subject: Contract No. _____, [*Title*]
 Contract Completion Date

Congratulations on the recent award to your firm of the subject contract, [*contract title*]. Maricopa County welcomes your participation as a Contractor to the County, and we look forward to a mutually beneficial contract agreement.

At this early stage of award, please consider the importance the County places upon the contract completion date. Maintaining schedule milestones is imperative in meeting the County's planning and future funding goals. Scheduled completion of your contract within budget is key to the County for funding and implementation of future public works projects. You are urged to immediately call our attention to any issues that could have a negative impact on achieving your scheduled completion date.

Your contract completion date is not only a contractual requirement, but is also a commitment on the part of your firm. Throughout the term of the contract on-time completion must be treated with a high degree of importance. We expect and anticipate that this will be the case.

Again, we welcome your participation as a Maricopa County Contractor and look forward to an enjoyable and profitable relationship.

Very truly yours,

Procurement Officer

SAMPLE LETTER #2

DATE

CONSULTANT

Address

City, State

Subject: Contract No. _____, [*Title*]
Letter of Concern

Maricopa County has recently learned that the approved schedule for the subject contract has been seriously delayed which most likely will result in the project completion date being moved to _____.

The delay does not appear to be an excusable delay due to any fault of the County. Consequently, this letter is being sent to your firm to express the County's concern.

At this point, you are directed to submit a written plan to the County to explain how your firm intends to meet the completion date. The plan must contain any relevant facts relating to the delay, and be submitted to the Project Manager by no later than P.M./A.M. on Month/Day/Year.

You are also advised that the County does not relinquish any of its rights and entitlements related to the completion date of the contract.

Sincerely,

Project Manager

SAMPLE LETTER #3

DATE

CONSULTANT

Address

City, State

Subject: Contract No. _____, [Title]
Second Letter of Concern

Maricopa County's recent review of your contract performance has revealed that, through no fault of the County, the work has fallen behind schedule and the required completion date of _____ may not be met. The County anticipates [consultant]'s full commitment in meeting their contractual completion date.

On DATE, a recovery plan was previously requested; however, the completion date appears to be in serious jeopardy. Accordingly, you are directed to take any steps necessary to improve progress, regain the schedule, and complete the work by the earliest possible date. A revised recovery plan shall be submitted to the Project Manager for approval by no later than _____ A.M./P.M. (Arizona Time) Month, Day, Year. The Project Manager will work closely with [consultant] to ascertain the viability of the recovery plan. None of the costs related to these recovery efforts shall be chargeable to the County.

As stated in previous correspondence, the County does not relinquish any of its rights and entitlements related to the completion date of the contract.

Sincerely,

Division Manager

SAMPLE LETTER #4

Letter of Forbearance (with cause)

DATE

CONSULTANT

Address

City, State

Subject: Contract No. _____, [Title]
Letter of Forbearance

Maricopa County must advise [*consultant*] that the contract completion date of _____ cannot be contractually waived. However, in view and consideration of _____, the County will forbear the contract completion date to _____.

The County reserves and retains all contractual rights and remedies under the subject contract. [*Consultant*] shall pursue all aspects of this extended schedule to ensure the successful completion of the contract and shall submit to the County a recovery plan and schedule indicating major milestones and associated dates of delivery or completion.

This forbearance letter establishes a new completion date only and shall not increase the contract price. By affixing a signature in the space provided below and returning to the undersigned, [*Consultant*] acknowledges receipt and acceptance of this forbearance letter.

Very truly yours,

Department Director

[CONSULTANT] Acknowledgement

By: _____

Title: _____

Date: _____

SAMPLE LETTER #5

Letter of Forbearance (without cause)

DATE

CONSULTANT

Address

City, State

Subject: Contract No. _____, [Title]
Letter of Forbearance

Maricopa County must advise [*consultant*] that the contract completion date of _____ cannot be contractually waived. Prior written communications notwithstanding, your firm has still not met its commitments. Therefore, the County must take further action. Accordingly, the County forbears the contract completion date to _____, but will keep a record of this unsuccessful fulfillment of the contract schedule and completion date. This information may be considered with respect to future contract selection and determination of responsibility.

The County reserves and retains all contractual rights and remedies under the subject contract. [*Consultant*] shall pursue all aspects of this extended schedule to ensure the successful completion of the contract and shall submit to the County a recovery plan and schedule indicating major milestones and associated dates of delivery or completion.

This forbearance letter establishes a new completion date only and shall not increase the contract price. By affixing a signature in the space provided below and returning to the undersigned, [*Consultant*] acknowledges receipt and acceptance of this forbearance letter.

Very truly yours,

Department Director

[CONSULTANT] Acknowledgement

By: _____

Title: _____

Date: _____

CHAPTER VIII - SELECTION CRITERIA AND FORMS

PUBLIC NOTICE

Maricopa County's Office of Procurement Services is soliciting STATEMENTS OF QUALIFICATIONS (SOQ)/Bids/Proposals from (ENTER TYPE OF FIRM, I.E., ENGINEERING/CONTRACTING) firms for (ENTER SOLICITATION NAME/DESCRIPTION), Bid Serial # (ENTER BID SERIAL NUMBER).

The purpose of the solicitation is (ENTER MAJOR TASKS OF THE PROJECT).

If your firm is interested in being considered for this project, you must download the solicitation from the following url:

<https://www.maricopa.gov/2190/Solicitations>

Hardcopy or electronic files will not be sent.

Include this text for Construction Manager at Risk solicitations only:

The project is located in (Enter city/approximate location), Arizona. The construction budget is \$(Enter Amount).

The scope of this solicitations may include: programming, design, site planning, construction administration, architectural, structural, mechanical, electrical, plumbing, environmental (related to construction activity), landscape, landscape irrigation, geotechnical analysis, signage/graphics, civil (onsite and offsite), cost estimating, acoustical, audio/visual, telecommunications systems (data and phone) security systems and interiors.

Include this text for multiple contract procurements under JOC and/or Professional Services only:

(Enter number) multiple contracts for this solicitation may be awarded.

Offers in the prescribed format must be received at the (COUNTY DEPARTMENT) office at (ADDRESS) by (DATE, TIME).

PUBLISH (Name of Official Newspaper): ENTER DATE(S) TO BE PUBLISHED.

SAMPLE SELECTION COMMITTEE LETTER REGARDING SOQ EVALUATIONS TO BE PLACED ON COUNTY DEPARTMENT'S LETTERHEAD

Date: (date)

To: Selection Committee: (identify committee members)

From: (Contracts Specialist)

Subject: Evaluation committee review: Solicitation Title, Bid Serial /Contract number

Enclosed are the proposals received for the subject project, the RFQ instructions that were provided to the Consultants, the draft Scope of Work, an Evaluation Sheet and a Ranking for Final List. The Evaluation Criteria and maximum points for scoring are shown in the form provided.

Please consider your responsibilities as committee members:

1. Your evaluation must be based on only the published criteria.
2. You must avoid any appearance of bias or conflict of interest.
3. All your actions must preserve the integrity of evaluation process.
4. You may not ask firms any leading questions during the interview process (if applicable).
5. You may not receive any correspondence or communicate with any of the firms in reference to this project. All contact with the firms shall be handled by the Procurement Officer.
6. You may not provide any preferential treatment.
7. You must ask the same basic questions of all firms (if applicable). Please refer to the interview questions provided to the committee members.
8. You may not exert any undue influence on other evaluation committee members, particularly if you are a supervisor of a committee member.

If no interviews will be held, use the following instruction: Each Committee member will evaluate the SOQ for each consultant firm. Using the score sheet provided, score each firm for the specific criteria as identified in the instructions. Please ensure that there are no ties in points or rankings. The Committee will then meet to form a consensus regarding the final Consultant selection. The SOQ selection meeting will be held as follows:

Date: (enter information)

Time: (enter information)

Location: (enter information)

If interviews will be held, use the following instruction: Following the completion of interviews listed below, each Committee member is responsible for evaluating the SOQ and interviews for each consultant firm. Using the score sheet provided score each firm for the specific criteria as identified in the instructions. Please ensure that there are no ties in points or rankings. The Committee will then meet to form a consensus regarding final Consultant selection.

SHORT LIST INTERVIEWING MEMO

(Department's Letterhead)

DATE: Date of selection memo
TO: Department Director
FROM: Name of Contracts person
SUBJECT: Project name and contract number

WRITE THE FOLLOWING IF THIS IS THE SHORT LIST MEMO AND YOU ARE INTERVIEWING THE CANDIDATES:

On (date), the selection committee consisting of (identify committee members) selected a "short-list" of consultants for the subject project.

We received (spell out number) (state number) Statements of Qualifications. At this point, the selection committee has "short listed" the following consultants for interviews:

(List the firms to be interviewed in alpha order. Remember you must interview 2 more firms than the number of contracts)

If there is no objection to this recommendation, please initial this memo.

WRITE THE FOLLOWING IF THIS IS THE SHORT LIST MEMO AND YOU ARE NOT INTERVIEWING THE CANDIDATES:

On (date), the selection committee of (identify committee members) reviewed statements of qualifications to select a short list of consultants for the subject project.

We received (spell out number) (state number) Statement of Qualifications. At this point, the selection committee has "short listed" the following (number) consultants and selected the highest scoring/ranked consultant. In accordance with the Maricopa County Procurement Code, the Procurement Officer will enter into negotiations with the highest ranked firm:

(List the firms in order of ranking)

If there is no objection to this recommendation, please initial this memo.

WRITE THE FOLLOWING IF THIS IS THE FINAL LIST MEMO

On (date), the selection committee of (identify committee members) interviewed short listed consultants for the subject project.

The firms are ranked as follows: (List the interviewed firms in order of ranking)

In accordance with the Maricopa County Procurement Code, the Procurement Officer will enter into negotiations with the highest ranked firm:

If there is no objection to this recommendation, please initial this memo.

Sample SOQ Non Select Firm Letter to be placed on County Department's Letterhead

Date

(Firm representative)

(Title)

(Firm name)

(address)

SUBJECT: (Project Name)
(Contract Number)(Project Number)

Dear Mr/Ms. (Firm representative):

Your company's proposal for this solicitation has been evaluated by the Evaluation Committee.

It has been determined that your firm is not on the final list and, therefore, not reasonably susceptible of being selected for award of a contract.

If applicable, enclosed is the surety bond submitted with your solicitation proposal.

The following highest scoring, responsive, responsible [number] () firms are on the final list and negotiations will be conducted according to the terms of the solicitation:

- 1.
- 2.

I sincerely thank you for your participation in the solicitation process.

If you have questions concerning this matter, I may be reached at (602) 506-[ext]

Sincerely,

(Name)

(Title)

**SAMPLE FINAL LIST FIRM LETTER REGARDING INTERVIEWS to be placed on
County Department's Letterhead**

Date

(Firm representative)

(Title)

(Firm name)

(address)

SUBJECT: (Project Name)
(Contract Number)(Project Number)

Dear Mr./Ms. (Firm representative):

This letter is to confirm that your firm has been selected to interview for the above-reference project and to provide you with information regarding the upcoming interviews.

Your firm is required to attend a formal interview on (Date, Time (beginning & end), and Place). Maricopa County representatives serving on the Evaluation Committee will be in attendance for your presentation. The conference room will be available to you 20 minutes prior to your scheduled presentation time.

Your presentation team is limited to a maximum of six (6) members. The Selection Committee is interested in interviewing the key people included on your team for this project, but request that your designated Project Manager make the majority of the presentation to the panel. During this presentation, the Selection Committee is interested in your team's capabilities and experience, particularly relating to the project environment. You may be asked to share specific experiences relating to this type of project. In addition, the Committee is interested in understanding how your team will approach this project, therefore, you should be prepared to define your processes and explain how this project's unique challenges will be met. After the completion of the interviews, the final list firms will be re-evaluated according to the same criteria used for the SOQ's and ranked in order. The overall highest ranked firm will be recommended for contract negotiations. (Add any additional technical issues you want addressed).

Questions regarding technical or contractual issues, or requirements for the oral presentation shall be directed in writing to (Name, email address). A copy of the proposed contract was included with the Request for Proposal. Maricopa County plans to use this standard contract form and does not intend to negotiate the terms and conditions.

For your further information, the other short-listed firms for this contract are:

- (Firm)
- (Firm)
- (Firm)

Thank you for your interest in this project.

Sincerely,

(Name)

(Title)

SAMPLE SELECTION COMMITTEE LETTER REGARDING INTERVIEWS to be placed on County Department's Letterhead

Date: (date)

To: Selection Committee: (identify committee members)

From: (Contracts Specialist)

Subject: Review of Statement of Qualifications for Project Name, Project/Contract number

Interviews Schedule for (Day, Date):

The presentations/interviews will be held at (date, time, location). (If interviews are held at the consultants' offices, indicate where and when the committee is to meet and leave and indicate what transportation arrangements have been made.)

Time - Committee members meet to finalize interview questions (Note: Indicate where the committee members are to meet. The questions may have been previously submitted to the Project Manager for coordination, finalizing, and assignment to the members. A list of the questions should be provided to the committee members prior to the start of the presentations/interviews.)

Time – (final list consultant name)

Time – (final list consultant name)

Time– (final list consultant name)

Time – Meeting for discussion, evaluations/rankings, and recommendation of a selected firm.

Following the completion of interviews listed below, each Committee member will evaluate each SOQ and interviews. Using the score sheet provided, each committee member will then score each firm for the specific criteria as identified in the instructions. Please ensure that there are no ties in points or rankings. The Committee will then meet to form a consensus regarding final Consultant selection.

Attachments:

Interview Evaluation Form
Interview Rankings for Final List

(Enter Department Name)

APPRAISAL SERVICES CONSULTANT EVALUATION CRITERIA

Contract No. XXXXX

1. **PREVIOUS SERVICE** (20 Points)
What previous service does the firm have with eminent domain actions for governmental agencies? What was the level of government involved (City, County, State)?

2. **BEFORE/AFTER APPRAISALS** (20 Points)
What experience does the firm have in the preparation of before and after appraisals?

3. **SEVERANCE AND SPECIAL BENEFITS** (20 Points)
What experience does the firm have in addressing the issues of severance and/or special benefits?

4. **EXPERT WITNESS** (10 Points)
Have the firm's appraisers that are designated to perform under this contract provided testimony as an expert witness for a governmental agency?

5. **APPRAISAL OF EASEMENTS** (15 Points)
What is the firm's previous experience with easement appraisal?

6. **FIRM'S ABILITY** (15 Points)
What is the firm's ability to produce appraisals in the required time frame?

CERTIFICATION OF PERFORMANCE OF CONSTRUCTION CONTRACT AND PAYMENT OF ALL CLAIMS

_____ hereby certifies to the Maricopa County (County)

(Name of Signer)

that all lawful claims for labor, rental of equipment, material used, and any other claims by **INSERT FIRM NAME** or its subcontractors and suppliers in connection with performance on **INSERT CONTRACT NUMBER** for **INSERT CONTRACT TITLE** have been duly discharged as required by Arizona Revised Statutes, Section 34-221 and Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (MAG), Section 109.7.

INSERT FIRM NAME understands that with receipt of payment for previously invoiced amounts plus any retained funds and/or release of escrow funds, that this is a settlement of all claims of every nature and kind against the County arising out of the performance of the County’s Contract **INSERT CONTRACT NUMBER** relating to the material, equipment, and work covered in and required by this contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this contract and that he/she has is no knowledge of any pending or potential claim in regard to this contract.

Upon submission of this Certificate of Performance and an invoice for any applicable retained funds, the County will process final payment and release applicable escrow funds in accordance with the Contract and MAG requirements.

State of Arizona)
)§
County of Maricopa)

Signed this ___day of _____, 20___.

Signature

Title

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20___.

Notary Public

My Commission Expires:_____

CERTIFICATE OF PERFORMANCE WORK ASSIGNMENT AND PAYMENT OF ALL CLAIMS

_____ hereby certifies to the Maricopa County (County).

(Name of Signer)

that all lawful claims for labor, rental of equipment, material used, and any other claims by **INSERT FIRM NAME** or its subconsultants in connection with the specific work assignment described below and as authorized by the terms of the **INSERT CONTRACT NUMBER** for **INSERT CONTRACT TITLE** have been paid.

INSERT FIRM NAME understands that with receipt of payment for previously invoiced amounts that this is a settlement of all claims of every nature and kind against the County arising out of the performance of the **INSERT WORK ASSIGNMENT NUMBER** relating to the material, equipment, and work covered in and required by the contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this work assignment and that he/she has no knowledge of any pending or potential claims in regard to this work assignment.

Upon submission of this Certificate of Performance and a separate invoice for any retained funds, invoice processing will be completed within forty-five (45) calendar days.

Signature of Signer

Title: _____

Date: _____

CERTIFICATE OF PERFORMANCE OF ON-CALL CONTRACT AND PAYMENT OF ALL CLAIMS

_____ hereby certifies to the Maricopa County (County).

(Name of Signer)

that all lawful claims for labor, rental of equipment, material used, and any other claims by **INSERT FIRM NAME** in connection with the project described in **INSERT CONTRACT NUMBER** for **INSERT CONTRACT TITLE** have been paid. Whereas the completion date for this On-Call Contract has passed, the County will not authorize any new work assignments to this Contract.

INSERT FIRM NAME understands that with receipt of payment for previously invoiced amounts plus any retained monies that this is a settlement of all claims of every nature and kind against the County arising out of the performance of the **INSERT CONTRACT NUMBER** relating to the material, equipment, and work covered in and required by the contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this Contract and that he/she has no knowledge of any pending or potential claims in regard to this Contract.

Upon submission of this Certificate of Performance and a separate invoice for any retained funds, invoice processing will be completed within forty-five (45) calendar days.

State of Arizona)
)§
County of Maricopa)

Signed this ____ day of _____, 20_____.

Signature

Title

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

CERTIFICATE OF PERFORMANCE OF CONSULTANT CONTRACT AND PAYMENT OF ALL CLAIMS

_____ hereby certifies to the Maricopa County (County).

(Name of Signer)

that all lawful claims for labor, rental of equipment, material used, and any other claims by **INSERT FIRM NAME** in connection with the project described in **INSERT CONTRACT NUMBER** for **INSERT CONTRACT TITLE** have been paid.

INSERT FIRM NAME understands that with receipt of payment for previously invoiced amounts plus any retained monies that this is a settlement of all claims of every nature and kind against the County arising out of the performance of the **INSERT CONTRACT NUMBER** relating to the material, equipment, and work covered in and required by the contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this contract and that he/she has no knowledge of any pending or potential claims in regard to this contract.

Upon submission of this Certificate of Performance and a separate invoice for any retained funds to the County, invoice processing will be completed within forty-five (45) calendar days.

State of Arizona)
)§
County of Maricopa)

Signed this ___ day of _____, 20___.

Signature

Title

SUBSCRIBED AND SWORN TO before me this ___ day of _____, 20___.

Notary Public

My Commission Expires: _____

(Department Letterhead)

DEPARTMENT SOLICITATION MEMORANDUM

DATE:
TO: (Committee member)
FROM: (Procurement Officer)
SUBJECT: (Project Name)

A solicitation for the procurement of (Consultant or Construction) services to the (Department) for the (Project Name) has been released. This is a Maricopa County Procurement Code Article 5 procurement for services requiring an Evaluation Committee to make a qualification-based selection recommendation. Your assistance in this evaluation and selection process is requested.

(Explain project and scope of work)

The selection schedule is as follows:

(Date) Advertisement begins – Please refer any calls from consultants (or contractors) to the Procurement Officer.

(Date/Time) Statements of Qualification (SOQ) are due and will be distributed to committee members for their review shortly after this date.

(Date/Time/Place) Committee will make a final list recommendation.

If a two-step process, include the following:

(Date/Time/Place) Final list firms will be requested to attend interviews and the Committee will make the final recommendation for selection.

Each Committee member has one vote and will be required to attend all Evaluation Committee meetings. Evaluation Committee activities must take priority over regular work assignments during the period the committee is established. Evaluation committee members will be responsible for complying with the confidentiality and conflict of interest requirements, as outlined on the attached “Confidentiality and Conflict of Interest Certificate.” A completed certificate must be returned to the Procurement Officer prior to beginning the evaluation process.

It is the committee’s responsibility to: (1) Assess both the proposal and the offeror's ability (as conveyed by the proposal) to successfully accomplish the proposed work; (2) Make a determination of the offeror's understanding of the work and ability to perform; and (3) Ensure selection of a consultant whose proposal has the highest degree of realism and whose performance is expected to best meet the stated RFQ requirements providing the best value for the County.

The following is an explanation in each step of the selection process:

Statement of Qualification Process: Review the SOQ request notice, (attached in your packets), which identifies the evaluation criteria for the SOQ. Upon reading each consultant's SOQ, score each firm and bring your score sheets and SOQ to the first meeting. The committee will total the scores, rank the firms, and identify the final list of firms. Discussion of the SOQ is permitted, therefore, make sure your questions are addressed and observations are heard. Upon this completion of the scoring, sign your form as the "reviewer" and submit the completed scoring sheet the Procurement Officer.

Consultant Interviews: At the scheduled time for the final list consultants' oral presentation, they will be prepared to discuss their proposed staff assignments to this project, the approach to the technical aspects of the project, and their ability to perform the tasks described in the attached scope of work.

Upon completion of all interviews, the committee will score and rank the firms. The top-ranked Consultant will be asked to enter into fee negotiations with the department. Please sign the evaluation forms and submit the forms to the Procurement Officer. Upon selecting the consultants, the department will finalize the scope, fees, contract, and send a recommendation of award to the Board of Supervisors or Chief Procurement Officer (as applicable) for approval.

As an evaluator you cannot: (1) Make irrational evaluations involving processes that are inherently biased; (2) Base your evaluation on anything other than the conditions and criteria already stated in the RFQ; (3) Develop arbitrary evaluations; or (4) Make your determinations and evaluation on anything other than evidence provided in the firms proposal, proposal clarifications, interviews, or other written documentation provided by the firm.

If you have any questions, please feel free to contact (Procurement Officer's name and number).

cc: Committee Members
Contract Specialist

NON-DISCLOSURE STATEMENT

To: (Procurement Officer)
(Department)

In anticipation of my participation in the Evaluation Committee formed to evaluate Statements of Qualification (SOQ) and the Interviews, and then to recommend a contract award for (Project Name and Contract Number),

I certify that I will not disclose any information either during the proceedings of the evaluation or any subsequent time concerning the evaluation to anyone who is not also authorized access to the information by the Maricopa County Procurement Code, law, or regulation, and then only to the extent that such information is required in connection with such person's official responsibilities. Furthermore, I will report to the Chairperson any communication concerning the procurement or the Committee's composition and activities directed to me from any source outside the Committee.

I also certify:

1. I shall not use "privileged information" acquired through my participation on the Committee for personal gain.
2. I do not have any financial interest that conflicts substantially, or even appears to do so, with duties and evaluation as a member of the Committee.
3. Neither I, my spouse, nor my children will accept anything of monetary value from any person or company, seeking to do business through this selection. (Even seemingly trivial courtesies can present the appearance of impropriety or create a subtle sense of obligation and must be avoided.)

Name: _____

Date: _____

cc: (Contract Number)

**CHIEF PROCUREMENT OFFICER AWARD REPORTING
(SAMPLE)**

In accordance with Maricopa County Procurement Code, County departments may, when specifically delegated authority in writing by the Chief Procurement Officer, approve: 1) Limited Scope Procurement up to the statutory limit, 2) Simplified Procurement up to \$100,000, and 3) Direct Select Contracts up to \$100,000 (unless delegated) or Register Selection Contracts up to \$250,000.

Although no Board award action is necessary, Article 5 contracts awarded by delegated department's must follow the County records retention policy and Arizona Revised Statutes. Each delegated department personnel shall be responsible for tracking the contracts awarded under the delegated department's written authority. Furthermore, in the following format, each delegated department must submit at the beginning of each six months to the Chief Procurement Officer, or his representative.

County Department: _____

Fiscal Year: _____ **Covering Fiscal Year Quarter(s) :** _____

Contract Number/Name	Consultant	Contract Amount	Approval Date*
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Comments (if applicable):

Article 5 Liaison: _____

Date: _____

Department Director: _____

Date: _____

Chief Procurement Officer: _____

Date: _____

Original: County Department
Copy: Article 5 Procurement Administrator

*Approval Date is the day the contract was signed by the Chief Procurement Officer.

CHAPTER IX - REPORT DUE DATES

The following table contains the Office of Procurement Services report due dates from County departments with delegated procurement authority:

<u>Semi-Annual Reports</u>
1 st and 2 nd fiscal quarters (July - December) – Due the 7th day of January each year) 3 rd and 4 th fiscal quarters (January - June) -- Due the 7th day of July each year)
1. All contracts awarded within the department's delegated procurement authority. This includes: a) Limited Scope Construction b) Simplified Construction c) Direct/Register Select Contracts (This does not include contracts awarded by the Office of Procurement Services through the Chief Procurement Officer or the Board of Supervisors).

CHAPTER X– OFFICE OF PROCUREMENT SERVICES' PROCUREMENT FILE FOLDER CONTENTS

CONSTRUCTION CONTRACTS

Workflow (Advantage Solicitation # - 0 Workflow)

- Award Package Checklist (and items on checklist)

Solicitation (Advantage Solicitation # - 1 Solicitation)

- FINAL/Approved Solicitation (including all attachments/exhibits PDF and Excel file)
- Solicitation Addendum (s)
- Public Notice
- Pre-solicitation sign-in sheets (scanned)

Contract (Advantage Solicitation # - 2 Contract)

- Fully Signed/Executed contract(s) (contract only)
- MCDOT-Contract (contract, solicitation, vendor response)
- FMD-Contract (contract, vendor response)
- Contract Change order(s)
- Notice(s) to Proceed from Department
- Post Award Conference Sign-in Sheet(s)
- Package Checklist Renewal/Extension

Bonds/Insurance (Advantage Solicitation #-3 Bonds/Insurance)

- Performance Bond(s)
- Payment Bond(s)
- Insurance Certificate(s)

Miscellaneous (Advantage Solicitation # - 4 Miscellaneous)

- Correspondence (Emails, Letters, etc.)

Working Documents (Advantage Solicitation # - 5 Working Documents)

- Final WORD version of Solicitation document(s)
- DRAFT WORD Contract documents(s)
- Solicitation Notice
- Other General “Working Documents” contracting officer may need to save when preparing a solicitation, addendum/amendment, etc.

Vendor Bids/Proposals/Responses Received (Advantage Solicitation # - 6 Vendor Responses Received)

- All vendor bids and/or proposals received saved under sub-directory(ies) for each submitting firm.

ENGINEERING SERVICES CONTRACTS

Workflow (Advantage Solicitation # - 0 Workflow)

- Award Package Checklist (and items on checklist)

Solicitation (Advantage Solicitation # - 1 Solicitation)

- FINAL/Approved Solicitation (including all attachments/exhibits PDF and Excel file)
- Solicitation Addendum (s)
- Public Notice
- Pre-solicitation sign-in sheets (scanned)

Contract (Advantage Solicitation # - 2 Contract)

- Fully Signed/Executed contract(s) (contract only)
- MCDOT-Contract (contract, solicitation, vendor response)
- FMD-Contract (contract, vendor response)
- Contract Change order(s)
- Notice(s) to Proceed from Department
- Post Award Conference Sign-in Sheet(s)
- Package Checklist Renewal/Extension

Bonds/Insurance (Advantage Solicitation #-3 Bonds/Insurance)

- Performance Bond(s)
- Payment Bond(s)
- Insurance Certificate(s)

Miscellaneous (Advantage Solicitation # - 4 Miscellaneous)

- Correspondence (Emails, Letters, etc.)

Working Documents (Advantage Solicitation # - 5 Working Documents)

- Final WORD version of Solicitation document(s)
- DRAFT WORD Contract documents(s)
- Solicitation Notice
- Other General “Working Documents” contracting officer may need to save when preparing a solicitation, addendum/amendment, etc.

Vendor Bids/Proposals/Responses Received (Advantage Solicitation # - 6
Vendor Responses Received)

CHAPTER XI - DEPARTMENT SELF INSPECTION CHECKLIST

INTRODUCTION

The Maricopa County Procurement Code, adopted by the Maricopa County Board of Supervisors/Directors authorizes the Chief Procurement Officer to adopt policies and implement an Article 5 Procedures Manual consistent with the Maricopa County Procurement Code in order to provide amplifying or clarifying information. This Article 5 Procedures Manual was issued as a result of that authority. Chapter 1 of the Procedures Manual provides for the Chief Procurement Officer to direct a review and/or audit of procurement records to ensure departments delegated with procurement authority are meeting the requirements of the Procurement Code and this Procedures Manual.

To work toward the goal of having procurement programs that fully comply with Arizona Revised Statutes, the Maricopa County Procurement Code, and the Article 5 Procedures Manual, this self-inspection checklist outlines the compliance evaluation and has been included in this document.

CHECKLIST

1. PUBLICATIONS

- Currency of the Procurement Code
- Currency of the Article 5 Procedures Manual
- Proper posting of changes

2. PROCUREMENT LIAISON

- Does the department currently have an Article 5 Procurement liaison

3. CONTRACT BOILERPLATES

- Does the department use contract boilerplates
- Does the department use the standardized solicitation boilerplates and are the terms consistent with the Maricopa County Procurement Code and A.R.S.
- If the department makes exceptions to the standardized boilerplates are the exceptions noted in writing and justified

4. CONSULTANT SELECTION

- Is the Article 5 Procurement Liaison involved in or does the Article 5 Procurement Officer oversee the selection
- Is the selection made in accordance with the selection criteria
- Is the mandatory/approved selection criteria used

5. CHANGE ORDERS

- Are the appropriate staff as noted in the Article 5 Procedures Manual reviewing and approving changes orders
- Are the change orders that have been issued within statutory limits and/or Code guidance
- Is the change order data being reported to the Chief Procurement Officer as required

6. CONTRACT FILES

- Is there a contract file in the designated File Plan location for every contract
- Does the file contain:
 - A Certification of Advertising if the publication was formally advertised
 - A Final List memo submitted by the selection committee chair and approved and signed by the Department Director
 - A Selection memo submitted by the selection committee chair that rank ordered the Final List and was approved and signed by the Department Director
- Was the contract signed and approved at the proper level
- Does the contract file comply with the approved File Retention and Destruction Plan

7. AMPLIFYING PROCEDURES

- Does the department have specific instructions that amplify the Article 5 Procedures Manual
- Are the procedures in compliance with State Statutes, the Procurement Code and the Article 5 Procedures Manual
- Does the department follow the procedures

8. CONTRACT PAYMENTS

- Are payments made in accordance with the contract
- Does the contract remain within the contract ceiling
- Are payments made within the proper time constraints
- Was final payment made in accordance with the contract and contract law

9. ON-CALL CONTRACTS

- Are contract amounts within the authorized ceiling
- Are specific assignments issued
- Do they contain specific tasking
- Do they specify specific compensation
- Do they specify specific performance standards
- Are assignments monitored for assignments compliance
- Are assignments formally closed out upon completion
- Are contracts terminated when either the time and/or fiscal authority expires

10. FORCE ACCOUNT WORK

- Is force account work within statutory limits

APPENDIX A – Purposely Left Blank

APPENDIX B - SUMMARY OF PAGE CHANGES

Original issue of Procedure Manual, September 1999

- Change 1 November 1999
Chapter II.20 – Simplified Construction
- Change 2 September 2000
Various sections revised due to the House Bill 2340 on alternative procurement methods (design build, construction manager @ risk, job order contracting)
- Change 3 June 2002
Chapters I.7, I.8, I.10, VI.1, VIII.4, VIII.8, IX
- Change 4 July 2002
Chapter IX
- Change 5 June 2003
Various sections due to cleanup – See Detail of Page Changes
Chapters I, II, III, IV, V, VI, VIII, IX
- Change 6 September 2004
Various sections due to SB1066 (contractor tax) and SB1236 (time of completion, 45% of work done by prime, deletes \$10 mil ceiling for horizontal construction for DB & CM @ R, extended term date to 2010 for alt methods.) – See Detail of Page Changes for Chapters I, II, III, IV, V, VI, VIII, IX, X
- Change 7 July 2005
Various sections due to HB2579 – See Detail of Page Changes for Chapters I, II, III, IV, V, VI, VIII, IX, Appendix A
- Change 8 July 2006
Various sections due to Requests for Qualifications, Direct Selection, Bid Protests, horizontal JOC, Surety Bonds, updated forms – See Detail of Page Changes for Chapters II, III, IV, V, VI, VIII
- Change 9 January 2007
Various sections due to a New County Engineer, new Procurement Officers, and the Small Business Enterprise (SBE) Program replaced the Minority and Women-Owned Business Enterprise (MWBE) Program
- Change 10 September 2007
Complete Word revision of Procedure Manual, addition of SBE Policy, clarified evaluation criteria, addition of sample selection memo & pre-submittal meeting form.

DETAIL OF PAGE CHANGES (June 2003)

PAGE NUMBER	DESCRIPTION
I.1	Delete Chief Public Works Officer; change attention and copy to reference to Don Greene
I.6	Add additional register categories
I.8	Revise "On-Call Consultant Contracts" (need formal NTP per ea assignment, complete within contract period, and maximum time is 2 years – no extensions)
I.9	Revise "Certificates of Insurance"; Add "Insurance Company Rating" and "Insurance Limits" paragraphs
I.11	Add "Dispute Resolution" and "Tax Rate Changes" paragraphs
II.2	Revise "Register of Qualified Consultants" (explains electronic register, web site, and added sentence to refer to advertisement schedule in Section 2)
II.4	Revise "MWBE Participation" (standard statements throughout manual); Revise "Evaluation Criteria" (questions under each category of the evaluation form may be altered, deleted or add new questions to support the solicitation requirements)
II.5	Revise "Evaluation committee" (add paragraph after the 7 responsibilities); Revise "Shortlist Process"
II.6	Replace "department director" with "Department Director" (throughout manual)
II.12 and II.13	(II.12) Replace Dept. Director w/Dept Head; Revise MWBE Sec IX & App A explanation; (II.13) Revise "Evaluation Process" (add web site, how to use register, and whom to contact)
II.14	Raise "\$5,000" to "\$10,000"
II.17	Revise "Prebid Conference and Tour" (regarding mandatory prebid)
II.20	Adjust Paragraph Numbering (here and throughout manual)
III.2	Revise "Request for Qualifications" (delete PM assigning the point range); Revise MWBE reference to Section IX & App A
III.3 and III.4	(III.3) Revise "Evaluation Criteria" (Dept Proc Officer identifies evaluation criteria; use criteria in FORMS section as example; County Engineer must approve before advertising); (III.4) Revise "Evaluation Committee" (add paragraph after the 7 responsibilities)
IV.2	Revise "MWBE Participation" (standard statements throughout manual)
IV.3 and IV.4	(IV.3) Revise "Evaluation Criteria" (Dept Proc Officer identifies evaluation criteria; use criteria in FORMS section as example; County Engineer must approve before advertising);

	(IV.4) "Evaluation Committee" (add paragraph after the 7 responsibilities)
IV.5	Delete redundant paragraph about "Negotiations"; Replace dept director with dept head
V.3	Revise "MWBE Participation" (standard statements throughout manual); Revise "Request for Qualifications" (delete PM assigning the point range); and "Evaluation Criteria" (Dept Proc Officer identifies evaluation criteria; use criteria in FORMS section as example; County Engineer must approve before advertising);
V.4	Revise "Evaluation Committee" (add paragraph after the 7 responsibilities)
VI.1 and VI.2	(VI.1) Correct dept director with dept head, Correction to #3 – C.O. Approval; (VI.2) Revise "Change Order Reporting" (follow C.O. Report example and info is entered after final approval of change order); "Change Order Forms" (explains the use of the change order pages)
VI.3	Added Change Order Report Example
VIII.4	Revise "MWBE Assurances Affidavit" (deleted "County-certified" and replaced with "properly certified")
VIII.5	Spacing corrections to "LOI Evaluation Form"
VIII.7	Revised "Project Understanding" (deleted man-hour estimates request); Revise "MWBE Participation" (regarding affirmative action plan on file plus deleted "County-certified" and replaced with "properly certified")
VIII.9	Corrections to "Technical Proposal – Interview Evaluation" (added headings, interview information, and deleted Subtotal line)
VIII.13	Adjusted spacing on "On-Call Assignment Order" Form; replaced "PCN" with "Work Control No."
VIII.14	Moved "MWBE Assurances Affidavit" to Chapter IX
VIII.17-20	Added Selection Committee letter and Conflict of Interest Certification form and Dispute Resolution
IX.1	Inserted item # 7 under the Dept Proc Officers duties
IX.2	Added "Section B. Pre-Proposal Reception" information
IX.3	Added "Guidance for Calculating MWBE Participation"
IX.4	Added "Substitution of Subcontractors or Subconsultants"
IX.5	Updated Parity Partners Names
IX.6- 24	MWBE Forms corrections (added "MWBE Assurances Affidavit" from Section VIII.14; "DBE" reference changed to "Firms")

DETAIL OF PAGE CHANGES (September 2004)

PAGE NUMBER	DESCRIPTION
	Revised List of Procurement Officers, Change Index, Page Currency Index, and Page Index
I.1	Replaced the word “guidance” with “directive”, edited explanation of “page changes”, and updated contact names
II.3, III.2, IV.2, V.2	Clarified first advertisement is 30 days before LOI due date
II.15, IX.2, IX.3	Changed requirement of pre-bid meeting minutes and pre-bid conferences to “may”
II.22	Clarified how Limited Scope Construction Procurement is derived and distributed
III.1, IV.1, V.1	Clarified Board of Supervisor prior approval
III.1	Deleted horizontal threshold
III.3, III.4, IV.3, IV.4, V.3, V.4	Deleted use of minus points
III.10, IV.8, V.10	Deleted horizontal threshold and extended deadline to Year 2010
IV.3	Changed “consultant” to “contractor”
IV.5	Clarified the selection memo
IV.9	Clarified retention for Construction Manager at Risk
V.6	Deleted fixed price on Guaranteed Maximum Price for Job Order Contracting Technical Proposal
V.11	Clarified Job Order Contracting Bonds
VI.2	Clarification to digital change order form
VIII.3, VIII.4, VIII.5, VIII.7,	Deleted Location of Work and Minus Points

VIII.8	
VIII.10	Deleted Change Order Justification/Authorization Memorandum. Use Change Order format in Section 6
VI.2	Clarification to digital change order form
IV.3	Changed "consultant" to "contractor"
V.11	Clarified Job Order Contracting Bonds
VIII.16	Revised form for all County agencies to use
X.I	Deleted Past Performance Pilot Program explanation

DETAIL OF PAGE CHANGES (July 2005)

PAGE NUMBER	DESCRIPTION
	Revised Procurement Officers List, Summary of Page Changes and Detail of Page Changes (July 2005)
ii, iii, iv	Added to Definitions: "Direct selection", "Professional services", "Specific single project" and "Vertical construction"
I.1	Update Procurement Office address
I.3	Revised reference to outside employment to match Maricopa County Merit Rules and Ethics Handbook
I.4	Deleted "consultants, attorneys, appraisers" and replaced with "professional and construction services"; added paragraph titled "County Engineer Approval"
1.5	Redefined multiple contracts from a single solicitation
I.7	Identified standard evaluation criteria for the alternative procurement methods in the Selection Criteria & Forms Section; Reworded approvals for work assignment
I.8	Increased register amount to \$500,000 for all professional services (excluding architects); changed technical registrant to professional services; deleted "On Call Contract Retention" and added a paragraph titled "Contract Retention"; increased on-call contract duration from two years to five years; added fee escalation explanation for on-call contracts
I.9	Added statement to "Contract closeout"; deleted "Consultant and Project Manager Process Improvement"; deleted "Annual Report"; deleted second paragraph of "Gray Area Committee"
I.10	Deleted "Tax Rate Changes"; moved a portion of the Pre-Award Authority to the "Engineers' Estimate" under Section 5; added MWBE paragraph upfront and deleted its repetition throughout the Procedures Manual
II.1	Added "hydrologist" to professional services list; deleted preference of local consultant offices; reduced the repetitious statements under "Other Professional Consultant Service" to only refer to appraisers
II.2	Increased register limits in accordance with State Statutes
II.2, III.1, IV.1, V.1	Added explanation of "Multiple Contracts"
II.3,III.2, IV.2,V.2	Under Letter of Interest or Request for Qualification Instruction Packet, added number of firms on the shortlist and relative weight in the selection criteria
II.3,II.10 III.2, IV.2,V.2	MWBE Participation paragraph was deleted from the pages listed on the left and moved to Page I.10

II.4,III.3, IV.3,V.3	Deleted the sentences that the County Engineer is responsible for developing or approving the evaluation criteria
II.3, II.13, III.2, IV.2, V.2	Added "emailed" when sending notices
II.4	Fees are allowed in evaluation criteria for appraisers, construction managers, and cost estimators
II.5,II.11 III.5, IV.5, IV.6,V.5	Restated the sentence that memos will be drafted but not necessarily by the Committee Chairman
II.6	Changed "be in agreement" to "consensus"; delete "formal" before "cost estimate"
II.10	Clarified \$250,000 for architects and \$500,000 for all other consultants for register selection; deleted "appointed by Department Director"
II.11, II.12	Changed section title of "Fee Proposal, Negotiation and Award" into "Fee Negotiations" and "Award"; deleted "over \$250,000" from section title
II.12	Added instructions for County Engineer's approval of contracts under \$250,000; added Direct Selection procedures
II.16	Prebid conferences are not mandatory; changed title from Engineer's Estimate to Independent Estimate; added section about the estimate
II.20	Risk Management will review insurance if there are changes to the standard language
II.21	Clarified that the Department Procurement Officer prints the register list
II.22	Revised Simplified Construction process for contract documents; added Limited Scope requirement from the Procurement Code
III.1, IV.1, V.1	Retention is optional for design-build and construction manager at risk; deleted the pre-approval by County Engineer and the Board of Supervisors; alternative project delivery methods must be separately advertised for horizontal construction
III.2, IV.2,V.2	Instruction packet must include the relative weight of selection criteria and number of persons or firms for shortlist.
III.3, IV.3, V.3	Changed "department director" to Procurement Officer; added "and Department Project Manager are jointly"; selection of subcontractors must be by qualifications or qualifications and price, not by price alone
V.1	No retention is withheld; individual job orders increase to \$1,000,000 and annual contract value increased to \$3,000,000
V.5	Deleted "and release of related retention"
V.9	Extended Job Order Contracting from three years to five years
V.11	Bonds will be for the full amount of the work assignment; no retention allowed

VI.2	Added Change Order Matrix
VIII	Added County Engineer Award tracking form; added sample RFQ and RFTP formats for alternative project delivery methods
IX.1	Changed “will establish” to “may establish” County goals
IX.2, IX.3	Deleted the \$5 million threshold for pre-bid receptions;
IX.3, IX.4, IX.11, IX.15, IX.19	Added “Grand Canyon Minority Supplier Development Council (GCMSDC Certified Business Directory)
IX.3	Added reference to contact “any member listed on the “Parity Partner Coordination List”; deleted “[Note: The Parity Partners will notify their membership (MWBE firms) of the meeting and the reception.]”
IX.6	Updated the Parity Partner Coordination List
IX.10, IX.14, IX.18	Removed wording of “City of Phoenix” and replaced with “Maricopa County” for certified firms to meet the MWBE goals
Various pages	Changed “MWBE participation” to “certified minority and women-owned business enterprise participation”
A-1	Changed “Women-Small Business” to “Women-Owned Business”
A-4	Added statement about Parity Partners; Deleted reference to “Minority and Women-Owned Business Enterprise Program”
A-5	Deleted reference to “City of Phoenix EOD, DBE Policy Plan”
A-6	Updated the Sunset Date of the MWBE Program

DETAIL OF PAGE CHANGES (July 2006)

PAGE NUMBER	DESCRIPTION
VARIOUS PAGES	The following changes were made to align the wording with the statutory wording: interviews replaced discussion and final list replaced short list
Various pages	Various Table of Contents changes due to addition of Section 4 (Direct Selection) and changes from LOI to RFQ
II.12	Revised Direct Selection criteria to delete evaluation committee role and revise evaluation process
II.3, III.2, IV.2, V.2	Minimum advertising days were changed
II.3, VIII	Change from Letters of Interest to Requests for Qualification
II.12	Direct Select instructions added
II.19	Added instructions for responding to Bid Protests
V.1	Multiple solicitations allowed for horizontal Job Order Contracting
V.11	Return of surety bonds
VI.2	Deleted Change Order Reporting to the Board of Supervisors
VIII	Added Statement of Qualifications selection forms, updated Certificate of Performance Forms so all forms are similar

DETAIL OF PAGE CHANGES (January 2007)

PAGE NUMBER	DESCRIPTION
ART 5 OFFICERS	Update names
Various pages	Change Table of Contents due to deletion of MWBE Program. Chapter IX is intentionally blank.
iii	Change Professional Services reference MC1-203
I.1	Add County Engineer email address
I.2	Change reference to Small Business Enterprise
I.10	Add Debrief Instructions
II.3, III.2, IV.2, V.2	Delete #7 MWBE goals from Public Notice criteria
II.14	Change reference to Small Business Enterprise
II.13	Delete reference for MWBE participation; Procurement Officer only ensures documents are biddable
II.15	Delete Prebid reception for MWBE Program
VIII.1	Delete MWBE Goal and add SBE reference to Public Notice
Section VIII	Delete all MWBE references
App. A	Small Business Enterprise (SBE) Program

DETAIL OF PAGE CHANGES (September 2007)

PAGE NUMBER	DESCRIPTION
2	Updated Article 5 Procurement Officer names
Manual	Complete Word update throughout Procedures Manual.
I.10	Revised SBE paragraph to match definition in policy
II.4, II.11, II.17, III.3, IV.3, V.3	Clarified evaluation criteria (retain all evaluation forms from committee members and stated how long to save all non-awarded bids & SOQs)
II.4	Added Pre-Submittal Meetings and referenced new sign-in sheet in Selection Criteria and Forms Section
II.15	Encouraged use of SBEs at pre-bid meetings and referenced new sign-in sheet in Selection Criteria and Forms Section
II.20	Clarified how long to retain bid bonds from two lowest bidders
II.22	Updated reference for calculating the annual Limited Scope figures
II.23	Revisions to Limited Scope
VIII	Revised SBE Paragraph in the Public Notice, added sample selection memo for department director's approval, added sample sign-in sheet with disclaimer note
App A	Added SBE Procedures and forms
App B	Detail of Page Changes were moved here
App C	Definitions were moved here, revised construction definition to match Procurement Code definition

DETAIL OF PAGE CHANGES (July 2012)

PAGE NUMBER	DESCRIPTION
ALL	Manual was updated and re-written extensively to update/correct statutory and County Procurement Code cites, correctly reflect Article 5 Procurement activity under the authority of the Chief Procurement Officer, and allow Public Works input on changes being made.

DETAIL OF PAGE CHANGES (September 2013)

PAGE NUMBER	DESCRIPTION
ALL	Various changes made throughout in order to clarify manual, fix typos, and make updates according to Maricopa County Procurement Code changes.

DETAIL OF PAGE CHANGES (2014)

PAGE NUMBER	DESCRIPTION
70-71	Chapter VI – Change Orders. Major Change Order defined more clearly at request of Facilities Management.
15-21	Clarified scoring process of consultant contracts.

DETAIL OF PAGE CHANGES (2017)

PAGE NUMBER	DESCRIPTION
II	Updated Departmental Procurement Liason names.
8	Updated Contract Retention requirements for BidSync.
All	Updated Article 5 Electronic Register name and references to: BidSync.
All	Changed and/or updated A.R.S. and A.A.C. references to reflect correct articles and chapters.
Appendix A	Removed Small Business Enterprise Program, Policy, Procedures, and Participation Reporting Form.
Appendix C	Updated Definitions to reflect current A.R.S. 34-101 as of 09/21/16.
Appendix D	Added Office of Procurement Services (OPS) Article 5 Award Package Checklist and Check list items.
Appendix E	Added Office of Procurement Services Article 5 Forms and Letters.
Chapter X	02/15/17 Modified "Procedures" paragraph to allow results of Evaluation Forms to be used in the determination of a firm's responsiveness and responsibility in accordance with A.R.S and the County's Procurement Code.

DETAIL OF PAGE CHANGES (2020)

PAGE NUMBER	DESCRIPTION
III	Updated department contact names.
1	Updated Office of Procurement Services address.
8	Updated Assignment Completion section for On-Call Contracts.
29	Clarified Mandatory Pre-bid procedures/requirements.
49	Chapter II Design-Bid-Build – Updated horizontal construction prohibition date to 2025.
58	Chapter IV Construction Manager at Risk – Updated horizontal construction prohibition date to 2025.
68	Chapter V Job Order Contracting – Updated horizontal construction prohibition date to 2025.

APPENDIX C - DEFINITIONS

Extract from *A.R.S. Title 34 – 08/01/18*

(Note: Any differences between the following definitions and the definitions that are currently listed in A.R.S. Title 34, the statutory definitions shall prevail and can be found at:
<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/34/00101.htm>.)

=====

1. "Agent":

(a) Means any county, city or town, or officer, board or commission of any county, city or town, and irrigation, power, electrical, drainage, flood protection and flood control districts, tax levying public improvement districts and county or city improvement districts.

(b) Includes any county board of supervisors and any representative authorized by an agent to act as an agent for the purpose of authorizing necessary change orders to previously awarded contracts in accordance with guidelines established by rule of the agent, including the board of supervisors.

2. "Architect services" means those professional architect services that are within the scope of architectural practice as provided in title 32, chapter 1.

3. "Construction":

(a) Means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.

(b) Does not include the routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.

4. "Construction-manager-at-risk" means a project delivery method in which:

(a) There is a separate contract for design services and a separate contract for construction services, except that instead of a single contract for construction services, the agent may elect separate contracts for preconstruction services during the design phase, for construction during the construction phase and for any other construction services.

(b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

(c) Design and construction of the project may be either:

(i) Sequential with the entire design complete before construction commences.

(ii) Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.

(d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

5. "Construction services" means either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:

(a) Construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods.

(b) A combination of construction and, as elected by the agent, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, design-build or job-order-contracting in this section.

6. "Contract" means all types of agent agreements, regardless of what they are called, for the procurement of services pursuant to this title.

7. "Contractor" means any person who has a contract with an agent.

8. "Design-bid-build" means a project delivery method in which:

(a) There is a sequential award of two separate contracts.

(b) The first contract is for design services.

(c) The second contract is for construction.

(d) Design and construction of the project are in sequential phases.

(e) Finance services, maintenance services and operations services are not included.

9. "Design-build" means a project delivery method in which:

(a) There is a single contract for design services and construction services, except that instead of a single contract for design services and construction services, the agent may elect separate contracts for preconstruction services and design services during the design phase, for construction and design services during the construction phase and for any other construction services.

(b) Design and construction of the project may be either:

(i) Sequential with the entire design complete before construction commences.

(ii) Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.

(c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

10. "Design professional" means an individual or firm that is registered by the state board of technical registration pursuant to title 32, chapter 1 to practice architecture, engineering, geology, landscape architecture or land surveying or any combination of those professions and persons employed by the registered individual or firm.

11. "Design requirements":

(a) Means at a minimum the agent's written description of the project or service to be procured, including:

(i) The required features, functions, characteristics, qualities and properties.

(ii) The anticipated schedule, including start, duration and completion.

(iii) The estimated budgets applicable to the specific procurement for design and construction and, if applicable, for operation and maintenance.

(b) May include:

(i) Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a design professional who is registered pursuant to section 32-121.

(ii) Additional design information or documents that the agent elects to include.

12. "Design services" means architect services, engineer services or landscape architect services.

13. "Direct selection" means the selection of a technical registrant without the requirement of advertising or the use of a current register.

14. "Engineer services" means those professional engineer services that are within the scope of engineering practice as provided in title 32, chapter 1.

15. "Finance services" means financing for a construction services project.

16. "Horizontal construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways and aprons. For the purposes of this paragraph, light rail does not include any related rail stations, maintenance facilities or parking facilities.

17. "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.

18. "Landscape architect services" means those professional landscape architect services that are within the scope of landscape architectural practice as provided in title 32, chapter 1.

19. "Maintenance services" means routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

20. "Materials":

(a) Means all property, including equipment, supplies, printing, insurance and leases of property.

(b) Does not include land, a permanent interest in land or real property or leasing space.

21. "Operations services" means routine operation of existing facilities, structures, buildings or real property.

22. "Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

23. "Preconstruction services" means services and other activities during the design phase.

24. "Procurement":

(a) Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services, construction or construction services.

(b) Includes all functions that pertain to obtaining any materials, services, construction or construction services, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

25. "Public competition" means a competitive procurement process pursuant to section 34-103, subsection G that includes advertising in a public newspaper and a qualification-based selection process.

26. "Services":

(a) Means the furnishing of labor, time or effort by a contractor or subcontractor that does not involve the delivery of a specific end product other than required reports and performance.

(b) Does not include employment agreements or collective bargaining agreements.

27. "Subcontractor" means a person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with an agent.

28. "Technical registrant" means a person who provides any of the professional services listed in title 32, chapter 1.

APPENDIX D – OFFICE OF PROCUREMENT SERVICES AWARD PACKAGE CHECKLIST ITEMS

ARTICLE 5 -- AWARD PACKAGE CHECKLIST

PROCUREMENT OFFICER CERTIFIES THAT THIS PROCUREMENT WAS CONDUCTED IN ACCORDANCE WITH THE MARICOPA COUNTY PROCUREMENT CODE.				
ACTION:				
ADVANTAGE DOC ID #:				
SERIAL TITLE:				
PROCUREMENT OFFICER:			DATE:	
APPROVED BY: Corry Slama			DATE:	
CODE	PROVISION	ACTION	DOC IN FILE *	
NEW SOLICITATIONS			BUYER	VERIFY
Department Policy	Procurement Summary	Procurement Officer		
Department Policy	Solicitation Budget Approval Letter	Procurement Officer		
Department Policy	Rough Draft Approval (All Solicitations)	Procurement Officer		
MC1-324/A.R.S. 34-603	Only One Bid/Proposal Received (Determination)	Procurement Officer		
A.R.S. 34-604	Solicitation Cancel, Multiple-Source Contract Cancel, Rejection of Proposal (Applicable to: JOC and Professional Services only)	Procurement Officer		
MCI-334	Respondent(s) Proposal Not Susceptible for Award (Determination)	Procurement Officer		
Department Policy	Preliminary Review (Preliminary Responsiveness Check)	Procurement Officer		
Department Policy	Bid Tabulation	Procurement Officer		
MC1-334	Evaluation Team Score Sheets (and Summary of Scores)	Procurement Officer		
ARS 41-2616C, MC Article 12	Evaluation Team Member Non-Disclosure Statement	Procurement Officer		
MC1-101/MC1-356	Non-Responsibility (Determination)	Procurement Officer		
MC1-101/MC1-323/MC1-503	Non-Responsiveness (Determination)	Procurement Officer		
MC1-510	Non-Substantial Failure to Comply with Bid Security (Determination)	Procurement Officer		
A.R.S. 34-607	Multi-Term Contracts for JOC (Determination)	Procurement Officer		
A.R.S. 34-605	Professional Services -- Exceeding Five Years (Determination)	Procurement Officer		
MC1-509	Minor Informality Memo/Mistakes in Bids (Determination)	Procurement Officer		
Department Policy	Info Advantage (Business Objects) Address Report	Procurement Officer		
Department Policy	Verify Vendor Status on System for Award Management (SAM)	Procurement Officer		
ARS 32 Chapter 10	Verify Vendor Status/License on State of Arizona Registrar of Contractors url	Procurement Officer		
Department Policy	Verify AZROC Contractors License Bond amount is sufficient	Procurement Officer		
County Policy	County Attorney Review of Proposed Contractual Documents	Procurement Officer		
Department Policy	Agency Analysis for Award	Procurement Officer		
Department Policy	Phase I -- Construction Manager at Risk Letter to Department	Procurement Officer		
Department Policy	Phase II -- Construction Manager at Risk Letter to Department	Procurement Officer		
Department Policy	Letter Requesting Contractor Signature Request on Contract	Support		
Department Policy	Final Award Letter	Procurement Officer		
Article 5 Procedure	Letters to Unsuccessful Offerors	Procurement Officer		
A. R. S. 34-241.A	Lowest bidder has paid at least \$200.00 in Real or Personal Property Taxes. (Applicable only when lowest price bid is within 5% of the next lowest priced bid).	Procurement Officer		
* PROCUREMENT OFFICER MUST INDICATE "PH1" IF DOCUMENTATION IS INCLUDED UNDER PHASE 1 CMR CONTRACT AWARD, "N/A" IF PROVISION DOES NOT APPLY, "NO" IF THEY ARE NOT SUPPLYING THAT INFORMATION, "YES" IF THE DOCUMENTATION IS INCLUDED.				
ALL DETERMINATIONS SHALL BE ATTACHED IN CHRONOLOGICAL ORDER TO THIS CHECKLIST.				



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: PROCUREMENT SUMMARY [DESIGN BID BUILD] [SIMPLIFIED CONSTRUCTION]

DOCUMENT DESCRIPTION: [SOLICITATION TITLE]

ADVANTAGE DOCUMENT ID #: [ADVANTAGE DOCUMENT ID]

Bid Opening Date: _____

Procurement Type ID: [DESIGN BID BUILD], [SIMPLIFIED CONSTRUCTION]

Number of Bids Solicited: _____

Number of Responses Received: _____

Contract Term (days): _____

Renewal Option _____

Contract Hearing Date (CPO or BOS Approval Date): _____

Contract Start Date: _____

Contract Expiration Date (Contract Start Date plus the cumulative total number of the days until substantial completion plus any additional days until final completion): _____

Design-Bid-Build/Simplified Construction:	
65% of Contract Value (Advantage 3.10 Line-one taxable)	\$ _____
35% of Contract Value (Advantage 3.10 Line-two non-taxable)	\$ _____
TOTAL CONTRACT VALUE (including all taxes)	\$ _____

Payment Terms: Net 14 days _____

NIGP Code: _____

Bond Amount: _____

Previous Expended Contract Amount (if applicable) \$ _____ / _____ Year(s)/Month(s)

RETAINAGE

___ Retainage or ___ Securities in lieu of retention (no retention)

Contract Completion Milestone %	Percentage Retained*
.01-50.01%	10%
50.01-100%	5%
*If your contract retention percentage needs to be different than the 10%-5% listed above, please indicate below your contract completion milestones and desired percentages to be retained for each contract completion milestone.	
Contract Completion Milestone %	Percentage Retained

FY: 20___

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20___

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20___

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

1. [# OF BIDS RECEIVED] bids were received in response to this solicitation. The respondents were

1.1

1.2

1.3

1.4

2. The purpose of the contract is to _____.
3. Basis of Award: Lowest priced, responsive, responsible Respondent.
4. Recommendation is made to award the contract(s) to _____.
5. Unless otherwise noted, I found each firm who submitted an offer to be responsible and all the bids submitted to be responsive to the solicitation requirements.
6. I have verified, in accordance with A.R.S. Title 34, that the next lowest priced bid received from a competing contractor is not within five per cent of the lowest priced, responsive, responsible bidder.
7. Advantage SHIPPING LOCATION: _____
8. Advantage BILLING LOCATION: _____
9. BOS/OPS AGENDA TEXT:

[\[PROCUREMENT OFFICERS NAME\]](#) Date
Procurement Officer

Corry Slama, CPPO, C.P.M., CPPB Date
Purchasing Manager, Article V

cc: File
Article 5 Support



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: SOLICITATION BUDGET APPROVAL

TO: [VIA E-MAIL]

DATE: [TODAYS DATE]

DOCUMENT DESCRIPTION: [SOLICITATION TITLE]

ADVANTAGE DOCUMENT ID#: [ADVANTAGE DOCUMENT ID #]-DBB, DB, CMAR, JOC, RFQU, SC

It is required by the Office of Procurement Services in conjunction with the Office of Management and Budget, that an approved funding source is identified, approved and submitted prior to initiation of a formal solicitation process. Please have your department provide the appropriate accounting string in the space provided below. If this action is for a Technology Purchase, approval of OET is also required.

IN ALL CASES, THE APPROVING SIGNATURE SHALL BE AT THE DEPARTMENT DIRECTOR OR DEPUTY DEPARTMENT DIRECTOR LEVEL

FORMAL SOLICITATION PROCESS WILL NOT BE INITIATED WITHOUT THIS INFORMATION AND APPROVAL(S)

A P P R O V A L

TO: [OPS ARTICLE 5 CONTRACTING OFFICER NAME]

FROM: _____

Estimated Budget Amount: \$ _____ to cover an initial _____ () year term.

FY: 20_____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

Department Director/Deputy Approval: _____ Date _____

TECHNOLOGY APPROVAL

Department Director/Deputy Approval: _____ Date _____

OMB APPROVAL

Department Director/Deputy Approval: _____ Date _____



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **ONLY ONE RESPONSE RECEIVED**
BID SERIAL TITLE: [TITLE]
ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]-DBB, DB, CMAR, JOC, RFQ

Only one response was received in response to this solicitation.

In accordance with Article 5 of the Maricopa County Procurement Code, A.R.S. 34-603, and A.R.S. 34-604, I am recommending an award be made for this solicitation for the following reasons:

1. The price/bid offered by the Respondent appears to be fair and reasonable;
2. Other prospective Respondents had approximately [# of days] days to respond, which is a reasonable amount of time to respond; and
3. There is not adequate time to prepare another solicitation and still meet the customer's needs.

[PROCUREMENT OFFICER'S NAME] Date
Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: [A.R.S. 34-604. PROCUREMENT OF MULTIPLE CONTRACTS FOR CERTAIN JOB-ORDER-CONTRACTING CONSTRUCTION SERVICES AND CERTAIN PROFESSIONAL SERVICES](#)

BID SERIAL TITLE: [\[TITLE\]](#)

ADVANTAGE DOC ID #: [\[ADVANTAGE DOCUMENT ID #\]-DB, DBB, CMAR, JOC, RFQ](#)

In accordance with A.R.S. 34-604, I have determined that it is in the best interest of the County to:

1. Cancel this request for qualifications or request for proposals, or
2. Reject in whole, or in part, any or all submittals or proposals, or
3. Not to enter into one or more of the multiple contracts as specified in the solicitation.

This determination was made for the following reasons:

1. [Insert Justification](#)
2. [Insert Justification](#)
3. [Insert Justification](#)

[\[PROCUREMENT OFFICER'S NAME\]](#) _____ Date
Procurement Officer

cc: File



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

[Date]

[Contact Name]
[Company Name]
[Street Address]
[City, State Zip Code]

Re: [ADVANTAGE DOCUMENT ID #]-JOC, [Bid Serial Title]

Dear Mr/Mrs/Ms.: [Addressee]

Your company's proposal for this solicitation has been evaluated by the Evaluation Committee and it has been determined that your firm is not on the final list and not susceptible of being selected for award of a contract.

If applicable, enclosed is the surety bond submitted with your proposal.

The following highest scoring, responsive, responsible [number in words] [(figure)] firms are on the final list and, in accordance with the terms of the solicitation, negotiations will be conducted for [number in words] [(figure)] contract awards:

1. [enter firms name]
2. [enter firms name]
3. [enter firms name]
4. [enter firms name]
5. [enter firms name]

I sincerely thank you for your participation in the solicitation process. If you have any questions concerning this matter, please call me at (602) 506-8976.

Sincerely,

[Procurement Officer Name]
[Procurement Officer Title]

Cc:
File: [ADVANTAGE DOCUMENT ID #]-JOC



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

[Date]

[Contact Name]
[Company Name]
[Street Address]
[City, State Zip Code]

Re: [ADVANTAGE DOCUMENT ID #]-CMAR, RFQu, [Bid Serial Title]

Dear Mr/Mrs/Ms.: [Addressee]

Your company's proposal for the subject solicitation has been evaluated by the Evaluation Committee and has been determined to not be reasonably susceptible of being selected for award of a contract.

I sincerely thank you for your participation in the solicitation process.

If you have any questions concerning this matter, please call me at (602) 506-[PHONE NUMBER].

Sincerely,

[Procurement Officer Name]
[Procurement Officer Title]

Cc:
File: [ADVANTAGE DOCUMENT ID #]-CMAR, RFQu



Maricopa County Office of Procurement Services

Committee Member Proposal Evaluation Score

REQUEST FOR PROPOSAL NUMBER: [\[ADVANTAGE DOCUMENT ID #\]-CMAR, JOC, RFQu](#)
[\[Proposal Description\]](#)

Committee Member Name:

(Please print)

	Max. allowable Points	<u>Vendor A</u> [(Insert Name)]	<u>Vendor B</u> [(Insert Name)]	<u>Vendor C</u> [(Insert Name)]	<u>Vendor D</u> [(Insert Name)]	<u>Vendor E</u> [(Insert Name)]	<u>Vendor F</u> [(Insert Name)]	<u>Vendor G</u> [(Insert Name)]	<u>Vendor H</u> [(Insert Name)]
[Evaluation Criteria #1]	[Insert Points]								
[Evaluation Criteria #2]	[Insert Points]								
[Evaluation Criteria #3]	[Insert Points]								
[Evaluation Criteria #4]	[Insert Points]								

[Evaluation Criteria #5]	[Insert Points]								
[Evaluation Criteria #6]	[Insert Points]								
[Evaluation Criteria #7]	[Insert Points]								
TOTAL	0	0	0	0	0	0	0	0	0

REQUEST FOR PROPOSAL NUMBER: [\[Advantage Document ID #\]](#)

Committee Member Proposal Evaluation Report

Section 1

1. In this section, identify any proposals not susceptible for award and cite specific reasons why:

Section 2

2. In this section, for each proposal considered susceptible for award, identify its strengths, weaknesses and deficiencies:

Vendor A [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor B [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor C [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor D [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor E [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor F [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor G [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Vendor H [(Insert Name)]

Strengths:

Weaknesses:

Deficiencies:

Section 3

3. In this section, for each proposal considered susceptible for award, identify any questions you may have, unclear statements or minor mistakes you feel need to be clarified, in addition to any ambiguities and/or weaknesses in each proposal that need to be addressed -- **BE SPECIFIC AS POSSIBLE**, i.e. page #'s, paragraph reference, proposal section number(s), etc.

Vendor A [(Insert Name)]

Vendor B [(Insert Name)]

Vendor C [(Insert Name)]

Vendor D [(Insert Name)]

Vendor E [(Insert Name)]

Vendor F [(Insert Name)]

Vendor G [(Insert Name)]

Vendor H [(Insert Name)]

Committee Member Signature:

Date

Definitions:

Strength: A characteristic in an offer that exceeds the minimum standard of the solicitations or is comparatively superior to other offers.

Weakness: A flaw in a proposal that increases the risk of unsuccessful contract performance or a characteristic of a proposal that is comparatively inferior to other offers. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. If discussions are conducted, significant weaknesses shall be discussed with offerors who are in the competitive range.

Deficiency: A material failure of a proposal to meet a solicitation requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. If discussion are conducted, deficiencies shall be identified for offeror who are in the competitive range.



Maricopa County Office of Procurement Services

Summary -- Committee Member Proposal Evaluation Scores

REQUEST FOR PROPOSAL NUMBER: [\[ADVANTAGE DOCUMENT ID #\]](#)
 [Proposal Description]

	Max. allowable Points	Vendor A [[Insert Name]]	Vendor B [[Insert Name]]	Vendor C [[Insert Name]]	Vendor D [[Insert Name]]	Vendor E [[Insert Name]]	Vendor F [[Insert Name]]	Vendor G [[Insert Name]]	Vendor H [[Insert Name]]	Vendor I [[Insert Name]]	Vendor J [[Insert Name]]
[Evaluation Criteria #1]	<u>[[Insert Points]]</u>										
[Evaluator #1]											
[Evaluator #2]											
[Evaluator #3]											
[Evaluator #4]											
[Evaluator #5]											
[Evaluator #6]											
[Evaluator #7]											
SUBTOTAL		0	0	0	0	0	0	0	0	0	0
[Evaluation Criteria #2]	<u>[[Insert Points]]</u>										
[Evaluator #1]											
[Evaluator #2]											
[Evaluator #3]											
[Evaluator #4]											
[Evaluator #5]											
[Evaluator #6]											
[Evaluator #7]											
SUBTOTAL		0	0	0	0	0	0	0	0	0	0
[Evaluation Criteria #3]	<u>[[Insert Points]]</u>										
[Evaluator #1]											
[Evaluator #2]											
[Evaluator #3]											

[Evaluator #6]												
[Evaluator #7]												
SUBTOTAL		0	0	0	0	0	0	0	0	0	0	0
[Evaluation Criteria #8]	[Insert Points]											
[Evaluator #1]												
[Evaluator #2]												
[Evaluator #3]												
[Evaluator #4]												
[Evaluator #5]												
[Evaluator #6]												
[Evaluator #7]												
SUBTOTAL		0	0	0	0	0	0	0	0	0	0	0
[Evaluation Criteria #9]	[Insert Points]											
[Evaluator #1]												
[Evaluator #2]												
[Evaluator #3]												
[Evaluator #4]												
[Evaluator #5]												
[Evaluator #6]												
[Evaluator #7]												
SUBTOTAL		0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0
RANK			1	1	1	1	1	1	1	1	1	1



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **NON-RESPONSIBLE RESPONDENT**

BID SERIAL TITLE: [SOLICITATION TITLE]

ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]-DB, DBB, CMAR, JOC, RFQ

In accordance with article MC1-101 of the Maricopa County Procurement Code, I have determined that [Vendor Name] is not a responsible Respondent for the following reason(s):

1. [Vendor Name] has failed to promptly supply information in connection with an inquiry with respect to its responsibility, or;
2. [Vendor Name]'s financial, physical, personnel, facilities or other resources, including subcontracts, does not meet the minimum criteria set forth in the solicitation, or;
3. [Vendors Name]'s length and record of performance and integrity has been documented to _____, or;
4. [Vendors Name] is not legally qualified to Contract with Maricopa County for the following reasons _____, or;
5. [Insert additional/other explanation(s) to support determination.]

A copy of this determination has been sent to: [Vendor Name, address, city, state, zip code].

[PROCUREMENT OFFICER'S NAME] Date
Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **REJECTION of NON-RESPONSIVE INDIVIDUAL BIDS / PROPOSALS**

BID SERIAL TITLE: [TITLE]

ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]-DB, DBB, CMAR, JOC, RFQ

In accordance with Article MC1-503, I have determined that the bid/proposal submitted by [INSERT RESPONDENT NAME] is/are not responsive to this solicitation, therefore, their bid/proposal is/are unacceptable.

[DETAIL RATIONALE FOR DETERMINING BID/PROPOSAL AS NON-RESPONSIVE]

The detailed reason(s) for this determination have been outlined in a letter, dated [INSERT DATE] to the Respondent(s) notifying them of my determination and that they will not be given the opportunity to modify their original bid/proposal.

[PROCUREMENT OFFICER'S NAME] Date

Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: NON-SUBSTANTIAL FAILURE TO COMPLY WITH BID SECURITY

BID SERIAL TITLE: [SOLICITATION TITLE]

ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]-DB, DBB, CMAR, JOC, RFQ

In accordance with article MC1-510(B) of the Maricopa County Procurement code, I hereby determine that [ENTER VENDOR NAME]'s noncompliance of Offeror's bid security requirement is non-substantial for the following reasons:

1. Only one Offer is received and there is not sufficient time to rebid; or
2. The amount of the security submitted, although less than the amount required by the Solicitation, is equal to, or greater than the difference between the apparent low Bid and the next higher acceptable Bid; or
3. The security is inadequate as a result of correcting or modifying an Offer in accordance with MC1-322 (Mistakes in Bids), if the Respondent increases the amount of security to required limits within two days after notification.

[PROCUREMENT OFFICER'S NAME]
Article 5 Procurement Officer

Date

Corry Slama, CPPO, C.P.M., CPPB
Article 5 Procurement Manager

Date

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: MULTI-TERM CONTRACT (for JOC or Professional Services)

BID SERIAL TITLE: [TITLE]

ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]- JOC, RFQu, DB

In accordance with article A.R.S. 34-607 (JOC) or A.R.S. 34-605 (Professional Services), it has been determined that a contract term of ___ years with _____ years of renewal options is advantageous to Maricopa County for the following reasons:

1. Estimated requirements cover the period of the contract and are reasonable and continuing;
2. Such a contract will serve the best interest of Maricopa County by encouraging effective competition or otherwise promoting economies in Maricopa County; and
3. Monies are appropriated or otherwise made available to support continuation of performance in subsequent fiscal periods, otherwise, the contract shall be cancelled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs that are incurred but not amortized in the price of the construction services delivered under the contract or that are otherwise not recoverable.

Therefore, the term of this contract shall be a total of _____ years (including renewal options).

[PROCUREMENT OFFICER'S NAME] Date
Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: [A.R.S. 34-605 Requirements applicable to construction services and professional services and to contracts for construction services and professional services](#)

BID SERIAL TITLE: [TITLE]

ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]- DB, DBB, CMAR, JOC, RFQu

In accordance with A.R.S. 34-605, I have determined it is in the best interest of the County for this contract to have a term exceeding five years after the date the contract was awarded.

Therefore, this contract will continue in effect after the five year term for professional services on which the rendering of professional services commenced.

The amended contract term will now start on [START DATE] and terminate on [FINISH DATE].

This determination was made for the following reasons:

1. [Insert Justification](#)
2. [Insert Justification](#)
3. [Insert Justification](#)

[PROCUREMENT OFFICER'S NAME] Date
Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: MINOR INFORMALITY
BID SERIAL TITLE: [TITLE]
ADVANTAGE DOC ID #: [ADVANTAGE DOCUMENT ID #]-BD, DBB, CMAR, JOC, RFQ

In accordance with article MC1-322C of the Maricopa County Procurement code, I hereby determine that [INSERT DESCRIPTION OF MISTAKE] is a Minor Informality for the following reason:

1. [INSERT YOUR DETERMINE OF WHY MISTAKE IS A MINOR INFORMALITY].
2. [INSERT YOUR DETERMINE OF WHY MISTAKE IS A MINOR INFORMALITY].
3. [INSERT YOUR DETERMINE OF WHY MISTAKE IS A MINOR INFORMALITY].

This/these mistake(s) is/are not based on an error in judgment and waiving the Minor Informality(ies) is/are advantageous to Maricopa County.

[PROCUREMENT OFFICER'S NAME] Date
Article V Procurement Officer

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: AGENCY ANALYSIS FOR AWARD

TO: ADDRESSEE(S)

BID SERIAL TITLE: SOLICITATION TITLE

ADVANTAGE DOC ID #: ADVANTAGE DOCUMENT ID #-DB, DBB, CMAR, JOC, RFQu

DATE: Enter a date

FROM: PROCUREMENT OFFICER'S NAME

Number of Bids/Proposals Received bids/proposals were received in response to this solicitation from approximately ENTER # requests for bids/proposal packages/E-Mails sent out, and/or pulled off the County's Article 5 Web site.

Based upon the evaluation of the bids/proposals, the following firm(s) is/are recommended for award:

1. COMPANY NAME
2. COMPANY NAME
3. COMPANY NAME

Please review the attached applicable document(s) and return your analysis to me by DUE DATE for recommendation of award and scheduling on the appropriate agenda for formal action.

Recommended Respondent(s) is/are **APPROVED** for award:

(Department Director or Deputy Director
or Finance Manager Signature)

Estimated Budget Amount: \$ _____

- Retainage will be used**
- Securities in lieu of retainage will be used**

(Project Manager)

Recommended Respondent(s) is/are **NOT APPROVED** for the following reason(s): (attach your analysis, criteria / explanation)

Recommend award to:

(Respondent(s))

(Department Director or Deputy Director
or Finance Manager Signature)

FY: 20____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$

FY: 20____

Advantage 2.1	FY	Fund	Agency	ORG	Function	Object	Sub Object	Activity	Reporting Category (for grants only)	\$ Amount
Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	\$ Amount
										\$



Chief Procurement Officer
300 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

PHASE I CONSTRUCTION MANAGER AT RISK INFORMATION

Date:

To:

From:

Re:

The Office of Procurement Services is ready to prepare your Construction Manager at Risk (CMR) Phase I contract for

In order for us to complete the contract, the following information is still needed:

- Project Leader

- BOS Agenda # (if know)

- Project Name

- Project Address/Location

- Architectural Firm Name

- Contractors Full Legal name
Street address

City
State
Zip code

- Final date of completion for pre-construction services

- Phase I pre-construction services cost

- Contractors Federal Tax ID number

- Contractor's Arizona License number (ROC#)

Meeting Type: Select One

Requested Meeting Date:

Will there be an attachment?

Yes No

If Yes, is it attached?

Yes No

If No, when will it be available?

Was this heard in an Executive Session? Yes No

If Yes, provide the "e" number:

Is this item related to a corresponding item from another dept/dist? Yes No

If Yes, provide item number:

Is this a technology-related item? Yes No

Item Title:

Project No.:

Vendor Awarded:

Start Date:

End Date:

Not to Exceed Amount:

Agreement Purpose:

Requested Action:

This section is auto populated by the information filled in above.

Board Required Information:

Additional Information:

Financial Information:

Fy	Bgt	PAS	Fund	Agency	Dept	Org.	Obj	Sub-Obj	\$ Amt	Rept Cat	Prijt Code

Performance Information

Program:

Activity:

Performance Measure:

Anticipated Results:



Chief Procurement Officer
300 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

PHASE II CONSTRUCTION MANAGER AT RISK INFORMATION

Date:

To:

From:

Re:

The Office of Procurement Services is ready to prepare your Construction Manager at Risk (CMR) Phase II contract for

In order for us to complete the contract, the following information is still needed:

Construction Documents

- Drawing and plans dated
- Specifications dated

Contract Price

- Construction
- General Conditions
- Construction (Owner) Contingency
- Contractor's Fee
- Contractor's overhead
- Bonds
- Builder's Risk Insurance
- General Liability Insurance
- Taxes

Design Professional Name

Revised GMP date

Substantial Completion Calendar days
(from Contract Designing)

Final Payment shall be made

calendar days from substantial completion

Liquidated damage amount

per day

Meeting Type: Select One

Requested Meeting Date:

Will there be an attachment?

Yes No

If Yes, is it attached?

Yes No

If No, when will it be available?

Was this heard in an Executive Session? Yes No

If Yes, provide the "e" number:

Is this item related to a corresponding item from another dept/dist? Yes No

If Yes, provide item number:

Is this a technology-related item? Yes No

Item Title:

Project No.:

Vendor Awarded:

Start Date:

End Date:

Not to Exceed Amount:

Agreement Purpose:

Requested Action:

This section is auto populated by the information filled in above.

Board Required Information:

Additional Information:

Financial Information:

Fy	Bgt	PAS	Fund	Agency	Dept	Org.	Obj	Sub-Obj	\$ Amt	Rept Cat	Prjt Code

Performance Information

Program:

Activity:

Performance Measure:

Anticipated Results:



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

XXXX XX, 2017

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Advantage Document ID #-DBB , Solicitation Title

Dear Prefix Contractor Name:

On [Month, Date], 20[XX], the Maricopa County Board of Supervisors will approve a contract to award to your firm the subject contract.

In the interim, the Office of Procurement Services will need your firm to sign the attached contract and return XXXX completed and signed document(s) to the Article 5 section of the County's Procurement Services Office, 320 W. Lincoln Street, Phoenix, AZ 85003.

Performance and/or payment bonds, insurance certificates, and other submission requirements made part of the final contract, must be mailed to the Article 5 section of the County's Procurement Services Office XXXX days from receipt of this notice. Failing to supply this documentation will be considered a material breach of the contractual terms for which your contract will be terminated.

Please select one of the following options below, when replying to this letter with your signed contract. (Required)

- My firm will accept retainage, or
- My firm will be using Securities in lieu of retainage.

(Print Name / Title)

(Signature)

If you have questions regarding Bid Serial Advantage Document ID #-DBB, please contact Procurement Officer at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer
Attach

cc: Office of Procurement Services
re: Serial Advantage Document ID#-DBB



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

[Date]

[Contact Name]
[Company Name]
[Street Address]
[City, State Zip Code]

Re: [ADVANTAGE DOCUMENT ID #-]JOC, [Bid Serial Title]

Dear Mr/Mrs/Ms.: [Addressee]

Your company's proposal for this solicitation has been evaluated by the Evaluation Committee and it has been determined that your firm is not on the final list and not susceptible of being selected for award of a contract.

If applicable, enclosed is the surety bond submitted with your proposal.

The following highest scoring, responsive, responsible [number in words] [(figure)] firms are on the final list and, in accordance with the terms of the solicitation,, negotiations will be conducted for [number in words] [(figure)] contract awards:

1. [enter firms name]
2. [enter firms name]
3. [enter firms name]
4. [enter firms name]
5. [enter firms name]

I sincerely thank you for your participation in the solicitation process. If you have any questions concerning this matter, please call me at (602) 506-8976.

Sincerely,

[Procurement Officer Name]
[Procurement Officer Title]

Cc:
File: [ADVANTAGE DOCUMENT ID #-]JOC



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

[Date]

[Contact Name]
[Company Name]
[Street Address]
[City, State Zip Code]

Re: [ADVANTAGE DOCUMENT ID #]-CMAR, RFQu, [Bid Serial Title]

Dear Mr/Mrs/Ms.: [Addressee]

Your company's proposal for the subject solicitation has been evaluated by the Evaluation Committee and has been determined to not be reasonably susceptible of being selected for award of a contract.

I sincerely thank you for your participation in the solicitation process.

If you have any questions concerning this matter, please call me at (602) 506-[PHONE NUMBER].

Sincerely,

[Procurement Officer Name]
[Procurement Officer Title]

Cc:
File: [ADVANTAGE DOCUMENT ID #]-CMAR, RFQu



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

XXXXX XX, 2012

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Solicitation Title

Dear Prefix Contractor Name:

Thank you for your recent bid on **Solicitation Title**.

Regardless, the bid price [Business Name] has submitted is within 5% of the next lowest price offer. Therefore, in accordance with A.R.S. 34-241 (Eligibility of contractors on public works; preferred contractors; eligibility of subcontractor), Maricopa County is requesting you provide written documentation that your firm has "paid real or personal property taxes assessed under A.R.S. title 42 for at least two consecutive years in an amount of at least two hundred (\$200) dollars per year immediately prior to submitting your firms bid." This documentation is a requirement for [Business Name] to be awarded the contract.

Please deliver this documentation to me by no later than **XXXXX XX, 2012**. Failure to provide this documentation to me by the deadline, may result in Maricopa County awarding the contract to the next highest priced bid.

If you have questions about this request, you can reach me at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer/Admin Assistant
Attach

cc: Office of Procurement Services
re: Serial XXXXX-CMR

APPENDIX E – OFFICE OF PROCUREMENT SERVICES FORMS AND LETTERS



Maricopa County

Office of Procurement Services – Choose an item.
320 W. Lincoln Street
Phoenix, Arizona 85003

ADDENDUM NO. Enter Addendum Number
TO Enter Solicitation Title
SERIAL # Enter Serial Number
PROJECT OWNERS PROJECT/CONTRACT # Enter Project Owners Number

Addendum Date: Enter Addendum date.

County Project Owner: Enter Project Owner's Name.

Title, Serial is herein modified. The provisions of said documents applicable to these modifications remain unchanged unless specifically indicated otherwise.

This Addendum No. XX forms a part of the solicitation/contract documents and modifies the clauses/provisions as follows:

1. **NOTE: USE THIS FORM ONLY FOR ADDENDA TO BE ISSUED FOR A SOLICITATION THAT HAS NOT ALREADY CLOSED/OPENED.**
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

ALL OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Project Owner Approval:

By: _____

Signature: _____

Title: _____

Date: _____

Registrant Approval and Seal:

Firm Name: _____

By: _____

Signature: _____

Title: _____

Date: _____

Included with your offer, your firm/company is required to acknowledge this addendum, and every addendum, relating to this solicitation by completing the following information:

Addendum No. XX Acknowledgement:

Firm Name

Signature

Title

Signatory Printed Name

Date



**MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES
ARTICLE 5 CONTRACT LOAD REQUEST**

Please provide the following information with your request to have the Price Agreement loaded or modified in the Advantage system. Omissions or incorrect information will result in the delay of the ability to use this contract for procurements or payments.

New Contract Contract Change Order\Extension\Modification\ Change Order #: _____

Document Code (MA5, CT5, SC5): _____ Department Code: _____ Advantage Contract ID#: _____

Contract Document Description: (max 60 characters)

Effective Begin Date: _____; Expiration/Revised Expiration Date: _____

Thresholds/Not to Exceed Amount: \$ _____

Increase Not to Exceed Amount: \$ _____

Decrease Not to Exceed Amount: \$ _____

Revised Not to Exceed Amount: \$ _____

Retainage Amount: \$ _____

(Note: Retainage is applicable only for DBB, CMAR Limited Scope, and Simplified Construction)

Select contract Type: DBB, CMAR, JOC, Limited Scope, Simplified Construction Not applicable

Contract Completion Milestone %	Percentage Retained*
.01-100%	10%
*If you contract retention percentage needs to be different than 10% for the duration of the contract, please indicate below your contract completion milestones and desired percentages to be retained for each contract completion milestone:	
Contract Completion Milestone %	Percentage Retained

Accounting Information:

Advantage 3.10	FY	Fund	Department	Unit	Appr. Unit	Object	Sub Object	Activity	Program	Phase (optional)	\$ Amount
	17										\$
	18										\$
	19										

Vendor Number: _____ Vendor Name _____ Discount _____

Information: % _____ Days _____

Vendor Number: _____ Vendor Name _____ Discount Information: _____

%__ Days__

Vendor Number: _____ Vendor Name _____ Discount

Information: %__ Days__

Vendor Number: _____ Vendor Name _____ Discount Information:

%__ Days__

NIGP Code (Commodity Code): _____

Departmental Article 5 Procurement Officer:

Department Authorized Signature:



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

[Date]

[addressee name]

[addressee company name]

[address]

[city], [state] [zip code]

[SENT VIA EMAIL:] [email address]

RE: [Solicitation Title], [Advantage Document ID #]

Dear [Mr., Mrs., Ms., Dr., etc.] [addressee name]:

Your proposal and subsequent interview have been evaluated by the Selection Committee. In accordance with the Maricopa County Procurement Code and Arizona Revised Statutes, I have determined your firm is the highest scoring, responsible, responsive firm in response to the above request for qualifications.

At this point and in accordance with the Maricopa County Procurement Code, the County intends to negotiate a Professional Services, Phase I Pre-Construction Services contract at a compensation the County determines to be fair and reasonable taking into consideration the scope, complexity, and nature of the services to be rendered. In order to negotiate an appropriate contract for the subject project, Maricopa County is requesting the following information relating to your proposed costs: 1) [addressee company name] Total Lump Sum fee for Phase I of this project, and 2) A detailed breakdown of the costs and fees comprising the Total Lump Sum fee.

Please submit your fee(s)/proposed costs as requested no later than [time] [a.m./p.m.] (Arizona Time), [date/month/year], Attn: [contracting officers name], 320 W. Lincoln Street, Phoenix, AZ 85003, or via email to: [contracting officers email address]. Please identify the project as [solicitation title], [Advantage Document ID #]. After I receive your fee(s) and the proposed fee(s) have been agreed to by both your firm and Maricopa County, this office will enter the amount(s) into the contract and send the contractual document(s) to your firm to sign and return to Maricopa County's Office of Procurement Services.

Enclosed/attached is a draft copy of the contract for your reference to assist you with your fee proposal.

If your firm has additional questions or clarifications regarding the procurement process, you can reach me at 602-506-[ext] or [procurement officers email address]

[procurement officers name]

[procurement officers title]

Cc:

[PM's name], [PM's department]

File: [Advantage Document ID #]



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

[Date]

[addressee name]
[addressee company name]
[address]
[city], [state] [zip code]

[SENT VIA EMAIL:] [email address]

RE: [solicitation title], [Advantage Document ID #]

Dear [Mr., Mrs., Ms., Dr., etc.] [addressee name]:

Thank you for submitting your Phase I Pre-Construction Services.

At this stage of the project and in accordance with the Maricopa County Procurement Code, the County intends to negotiate a Professional Services, Phase II Pre-Construction Services contract at a compensation the County determines to be fair and reasonable taking into consideration the scope, complexity, and nature of the services to be rendered.

In order to negotiate an appropriate contract for the subject project, Maricopa County is requesting your Phase II GMP be broken down in detail as follows:

- a. Construction Costs
- b. General Conditions
- c. Construction (Owner) Contingency
- d. Contractor's Fee
- e. Contractor's Overhead
- f. Bonds
- g. Builders Risk Insurance
- h. General Liability Insurance
- i. Taxes

TOTAL GMP (ALL INCLUSIVE) \$ _____

Please submit your fee(s)/proposed costs as requested no later than [time] [a.m./p.m.] (Arizona Time), [date/month/year], Attn: [contracting officers name], 320 W. Lincoln Street, Phoenix, AZ 85003, or via email to: [contracting officers email address]. Please identify the project as [solicitation title], [Advantage Document ID #]. After I receive your fee(s) and the proposed fee(s) have been agreed to by both your firm and Maricopa County, this office will enter the amount(s) into the contract and send the contractual document(s) to your firm to sign and return to Maricopa County's Office of Procurement Services.

Enclosed/attached is a draft copy of the Phase II contract for your reference to assist you with your fee proposal.

If your firm has additional questions or clarifications regarding the procurement process, you can reach me at 602-506-[ext] or [procurement officers email address]

[procurement officers name]
[procurement officers title]

Cc:
[PM's name], [PM's department]
File: [solicitation bid serial #]



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

[Date]

[addressee name]

[addressee company name]

[address]

[city], [state] [zip code]

[SENT VIA EMAIL:] [email address]

RE: [solicitation title], [Advantage Document ID #]

Dear [Mr., Mrs., Ms., Dr., etc.] [addressee name]:

Your proposal and subsequent interview have been evaluated by the Selection Committee. I have determined your firm is the highest ranked firm in response to the above request for qualifications.

At this point and in accordance with the Maricopa County Procurement Code, the County intends to negotiate a contract at a compensation the County determines to be fair and reasonable, taking into consideration the scope, complexity, and nature of the services to be rendered. In order to negotiate an appropriate contract for the above project, Maricopa County requests the following information relating to your proposed costs: 1) [addressee company name] fee for this project, 2) Estimated man-hours, 3) Actual hourly rates of identified key project personnel, 4) Average hourly rates for all other personnel classifications, 4) Percentage of overhead (including all components), 5) Percentage of profit, and, 6) Estimated expenses (if any), 7) Reimbursable Costs (shall be identified as such and indicated as a separate cost item).

[In this paragraph, also ask the firm to include any additional breakout of their fees in accordance with the County contract structure. For example, for an architectural contract with a CMAR include this:

In your fee schedule and in according to Article 13.2 (Monthly Fee Schedule) of the proposed contract with your firm, please provide a breakdown of your fees for the following phases of this project: 1) Programming, 2) Schematic Design, 3) Design Development, 4) Construction Documents, 5) GMP Negotiation and Construction Procurement, and 6) Construction Administration.]

All major professional sub-consultant services being proposed by your firm must receive the same level of detail as your fee proposal and must include a separate task for each sub-

consultant proposed. No additional markup will be allowed on work performed by sub-consultants.

Please submit your fee(s) and proposed costs as requested no later than [time] [a.m./p.m.] (Arizona Time), [date/month/year], Attn: [contracting officers name], 320 W. Lincoln Street, Phoenix, AZ 85003, or via email to: [contracting officers email address]. Please identify the project as [solicitation title], [Advantage Document ID #]. After I receive your fee(s) and the proposed fee(s) have been agreed to by both your firm and Maricopa County, this office will enter the amount(s) into the contract and send the contractual document(s) to your firm to sign and return to Maricopa County's Office of Procurement Services.

Enclosed/attached is a draft copy of the contract for your reference to assist you with your fee proposal.

If your firm has additional questions or clarifications regarding the procurement process, you can reach me at 602-506-[ext] or [procurement officers email address]

[procurement officers name]
[procurement officers title]

Cc:

[PM's name], [PM's department]

File: [Advantage Document ID #]

[Bid Serial Title], [Bid Serial #]
PRE-SOLICITATION CONFERENCE

[Address / Location]
[Time / Date]

PLEASE PROVIDE YOUR BUSINESS CARD(S)

PLEASE PRINT

VENDOR NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL

By completing this attendance form, I/we hereby acknowledge I/we will monitor <http://www.maricopa.gov/procurement/solicitation.aspx> for all addenda that may be posted for this Solicitation. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for reviewing and accepting/signing addenda acknowledgment(s) with my/our respective company's proposal as indicated in the solicitation. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposal terms/conditions, administrative information, contract terms and all specifications.

[Bid Serial Title] , [Bid Serial #]
PRE-SOLICITATION CONFERENCE

[Address / Location]
[Time / Date]

PLEASE PROVIDE YOUR BUSINESS CARD(S)

PLEASE PRINT

VENDOR NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL

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[Bid Serial Title], , [Bid Serial #]
PRE-SOLICITATION CONFERENCE

[Address / Location]
[Time / Date]

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VENDOR NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL

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[Bid Serial Title], [Bid Serial #]
PRE-SOLICITATION CONFERENCE

[Address / Location]
[Time / Date]

PLEASE PROVIDE YOUR BUSINESS CARD(S)

PLEASE PRINT

VENDOR NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL

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Maricopa County
Office of Procurement Services

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 258-1573

[Date]

[Addressee Name]
[Company Name]
[Street Address]
[City], [State] [Zip Code]

VIA Email: [email address (if available)]

Re: [Bid Serial Title], [(Advantage Document ID#)]

Dear [Mr./Mrs./Ms./Dr.]: [Addressee Name]

[Company Name] is one of the [1,2,3,4,5,6] firms selected to interview for this request for qualifications.

In accordance with Maricopa County solicitation [Bid Serial Title], [(Advantage Document ID #)] that your firm responded to, and any special instructions contained in this letter, your firms interview will be held on [time] [AM/PM] at the Maricopa County [Department Name], [Room Name], [Address], [City], [State] [Zip Code]

Maricopa County representatives serving on the Evaluation Committee will be in attendance for your presentation and interview which is scheduled for [# of minutes].

Your presentation team may have a maximum of [number in words] (number) members.

For your information, at this point in the selection process the other short-listed firms are as follows:

- [Enter Firm Name]
- [Enter Firm Name]
- [Enter Firm Name]

The evaluation criteria for this interview is/are [enter criteria, OR, the same as the criteria listed in the solicitation].

If your firm has questions about the interview process or technical/contractual issues, please send them to [contracting Officer email address] by no later than [time AM/PM] [date].

Thank you for your interest in this project.

[Contracting Officers Name]
[Contracting Officers Title]

Cc: File [Advantage Document ID #]



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

RE: REQUEST EVALUATION COMMITTEE MEMBER(S)

BID SERIAL TITLE: **[Solicitation Name]**

ADVANTAGE DOCUMENT ID #: **[Solicitation Number]**

In order to satisfy the requirements of A.R.S. 34-603, Maricopa County's Office of Procurement Services is looking for the following to serve as an evaluation committee member:

[Choose one of the following:]

- 1. An Arizona registered professional architectural and/or engineering firm.**
- 2. An Arizona licensed contractor.**

As of this request, the schedule is as follows: **[Enter the schedule applicable you your solicitation]**

Pre-Proposal Conference/Site Visit	[Pre-Proposal Conference/Site Visit DATE]
Last Day for Questions	[Last Day for Questions DATE]
Statements of Qualifications Due	[Statements of Qualifications Due DATE]
Selection Committee Meeting (estimated)	[Selection Committee Meeting DATE]
Short List (estimated)	[Short List DATE]
Interviews (estimated)	[Interviews DATE]
Final List (estimated)	[Final List DATE]

If you have a representative from your firm who can dedicate the time to this, please let me know via email **[ENTER EMAIL ADDRESS]**.

We would need you to be available to review proposals after about **[ENTER DATE]**.

cc: File



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

[MONTH, DATE YEAR]

[VENDOR'S NAME(S)] currently hold(s) a contract with Maricopa County for [CONTRACT TITLE]. If both you and the contracted vendor agree, this contract provides for renewal of the contract under the same terms and conditions.

Please indicate in the space(s) provided below whether your department has a continuing need for the goods and/or services provided by this contract. Any extension of this contract will be for **[one (1), two (2), three (3) year(s)]**. Additionally, attached to this letter is a vendor performance survey/form. In order to better track County vendor performance, please complete the attached survey form and return it with this completed renewal request.

As of [month/date/year], the amount expended against this contract was **[\$x,xxx,xxx.xx]**. If your department indicates it still has a need for this contract and based on your previous expenditure levels, the Office of Procurement Services will move forward and request an authorized contract renewal and expenditure approval in the amount of **[\$xxx,xx.xx]** for the next **[year, 1, 2, 3, 4, 5, 6 month(s)]**. If you do not agree with this recommendation, within the next ten (10) business days, please notify the Procurement Officer otherwise. Additionally, please note that these estimates are approximations only and therefore, should not be used for budgetary purposes nor do they guarantee a vendor any amount of business by the County.

New recommended amount if different from above \$ _____

Please provide the following: Fund _____ Dept _____ Unit _____ Appr. Unit _____
Object _____ Sub Object _____ Activity _____

Please respond to this notice by [month/date/year].

Thank you for your consideration.

[Procurement Officer]

Please sign this form to include your authorized departmental representative's signature and then scan and email it to the Procurement Officer [Procurement Officer's Name] at [procurement officer email].

_____ Please renew contract for **[Renewal Term – i.e., one (1), two (2), three (3) year(s), etc.]**.

_____ This department does not have a need to renew contract.

TYPE NAME & TITLE

SIGNATURE:

[Advantage Document ID#]

CONTRACTOR PERFORMANCE EVALUATION

ADVANTAGE DOCUMENT ID#: _____

CONTRACTOR INFORMATION:

Contractor Name and Address:	Contract Service Provided:
------------------------------	----------------------------

RATINGS: Summarize the Contractor's performance and circle or type in the number below that corresponds to the performance rating for each category. Please see the instructions, which explain the rating scale.

QUALITY	0 1 2 3	Comments:
PROBLEM RESOLUTION	0 1 2 3	Comments:
TIMELINESS	0 1 2 3	Comments:
BUSINESS RELATIONS	0 1 2 3	Comments:
CUSTOMER SERVICE	0 1 2 3	Comments:

0 = Unsatisfactory; 1 = Poor; 2 = Good; 3 = Excellent **Department any contractor that you rate 0 or 1 please return deficiency documentation with this letter**
 Evaluated by:

Department/Agency: _____

Name and Title: _____

Signature: _____

Date: _____ Telephone Number: _____

Please email or fax completed form to the Procurement Officer



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

[Month, Date, Year]

Your company currently holds a contract with Maricopa County for [CONTRACT TITLE]. If both your firm and the County agree, this Contract provides for renewal of the contract under the same terms (with the exception that any newly approved statutory and/or County requirements be added to the contract at the time of the renewal and/or extensions - see attachment A for a list of these requirements), conditions and pricing. Please indicate in the spaces provided below whether your firm is, or is not, willing to renew this contract for up to [# of years] year(s).

For further information regarding this renewal, please contact the Procurement Officer at (602) 506-[PHONE EXT].

This letter does not guarantee a contract extension or an offer to renew. It is intended solely to determine whether your firm is interested in a possible renewal/extension of the contract in the event the County determines extending the contract is in its best interests.

When included with this offer to renew, the County intends to amend the contract to include the language attached to this letter. This amendment is to clarify the requirement that the contractor adhere to all Federal, State and local statutes, laws, regulations and personnel, or business licensing requirements. By agreeing to this renewal the undersigned contractor agrees to this amendment which will be added to the contract. If no additional clauses are included with this letter, the contract will be renewed under the same terms and conditions.

The individual signing this renewal letter acknowledges that they are authorized to contractually obligate their company for an additional contract term and, when applicable, contract change(s). If your contract is extended, you must provide any applicable or required renewed bonds and insurance certificates in accordance with the original terms of your contract for [CONTRACT TITLE].

Please advise this office by [DATE]. Thank you for your consideration.

By:

[Procurement Officer Name]
Article 5 Procurement [TITLE (Officer or Manager)]

By:

Signature - Approved

Signature - Disapproved

PLEASE PRINT NAME AND TITLE

[ADVANTAGE DOCUMENT ID#]

1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:

1.1 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

1.2 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

1.3 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

1.4 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

1.5 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

1.6 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials or services to a Contract. If a materials or service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

1.7 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

1.8 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County

1.9 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

1.10 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

1.11 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

1.12 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder

1.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

1.14 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.15 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

1.15 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

1.16 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

1.16.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

1.16.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

XXXX XX, 2012

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Phase 1 or 2, Solicitation Title

Dear Prefix Contractor Name:

On [Month, Date], 20[XX], the Maricopa County Board of Supervisors will approve a contract to award to your firm the subject contract.

In the interim, the Office of Procurement Services will need your firm to print and sign 2, 3, 4, 5, 6, 7, 8 copies of the Construction Manager at Risk contract and return the completed and signed document(s) and exhibit(s) to the Article 5 section of the County's Procurement Services Office, 320 W. Lincoln Street, Phoenix, AZ 85003.

Performance and/or payment bonds, insurance certificates, and other submission requirements made part of the final contract, must be mailed to the Article 5 section of the County's Procurement Services Office [number in words] [(number)] days from receipt of this award notice or as outlined in your contract. Failing to supply this documentation will be considered a material breach of the contractual terms for which your contract will be terminated.

Please select one of the following options below, when replying to this letter with your signed contract. (Required)

- My firm will accept retainage, or
- My firm will be using Securities in lieu of retainage.

(Print Name / Title)

(Signature)

If you have questions regarding Bid Serial Advantage Document ID #-CMR, please contact Procurement Officer at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer
Attach

cc: Office of Procurement Services
re: Serial Advantage Document ID #-CMR



Maricopa County

Office of Procurement Services

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Phoenix, AZ 85003
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Fax: (602) 258-1573

XXXXXX XX, 2017

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Advantage Document ID #-DBB , Solicitation Title

Dear **Prefix Contractor Name:**

On [Month, Date], 20[XX], the Maricopa County Board of Supervisors will approve a contract to award to your firm the subject contract.

In the interim, the Office of Procurement Services will need your firm to sign the attached contract and return XXXX completed and signed document(s) to the Article 5 section of the County's Procurement Services Office, 320 W. Lincoln Street, Phoenix, AZ 85003.

Performance and/or payment bonds, insurance certificates, and other submission requirements made part of the final contract, must be mailed to the Article 5 section of the County's Procurement Services Office XXXX days from receipt of this notice. Failing to supply this documentation will be considered a material breach of the contractual terms for which your contract will be terminated.

Please select one of the following options below, when replying to this letter with your signed contract. (Required)

- My firm will accept retainage, or
- My firm will be using Securities in lieu of retainage.

(Print Name / Title)

(Signature)

If you have questions regarding Bid Serial **Advantage Document ID #-DBB**, please contact **Procurement Officer** at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer
Attach

cc: Office of Procurement Services
re: Serial **Advantage Document ID#-DBB**



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

XXXXX XX, 2017

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Solicitation Title

Dear Prefix Contractor Name:

In accordance with the Maricopa County Procurement Code, I have determined your firms bid for **Solicitation Title** is the apparent lowest priced, responsive, responsible bid. Based on this determination, the County intends to proceed to award your firm this contract.

However, the Office of Procurement Services will need your firm to sign the enclosed contract and return **XXXX** completed and signed contract(s) to the Article 5 section of the County's Procurement Services Office, 320 W. Lincoln Street, Phoenix, AZ 85003.

Additionally, performance and/or payment bonds, insurance certificates, and any other submission requirements made part of the final contract, must be delivered (with the signed contract) to the Article 5 section of the County's Procurement Services Office **XXXX** days from this notice of bid acceptance. Failing to supply this documentation will be considered a material breach of the contractual terms for which your contract may be terminated.

Please select one of the following options below, when replying to this letter with your signed contract. (Required)

- My firm will accept retainage, or
- My firm will be using Securities in lieu of retainage.

(Print Name / Title)

(Signature)

If you have questions regarding Bid Serial **Advantage Document ID #-DBB**, I may be reached at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer
Attach

cc: Office of Procurement Services
re: Serial **Advantage Document ID #-DBB**



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Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

September 27, 2016

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Advantage Document ID# , Solicitation Title

Dear Prefix Contractor Name:

On June 25, 2014, the Maricopa County Board of Supervisors will approve a contract to award to your firm the subject contract.

In the interim, the Office of Procurement Services will need your firm to provide your fee proposals based on the following stipulations:

- FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS UP TO \$250,000.00

The only three labor categories to be quoted are Project Manager, Superintendent, and Project Coordinator/Project Engineer. Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as warranty, project closeout, home office expense, safety equipment, etc. The job order contractor agrees the overhead shall be no more than 8% and the fee shall be capped at 5%.

- FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION OVER \$250,000.00.

Overhead cost and percentages in addition to contractor fee(s) shall be negotiated between the contractor and the County for any projects exceeding \$250,000.00.

Sign the attached contract and return One (1) completed and signed document to the Article 5 section of the County's Procurement Services Office, 320 W. Lincoln Street, Phoenix, AZ 85003.

Performance and/or payment bonds (based on ARS 34-610) in the amount of \$2,000,000.00, insurance certificates, and other submission requirements made part of the final contract, must be mailed to the Article 5 section of the County's Procurement Services Office days from receipt of this notice. Failing to supply this documentation will be considered a material breach of the contractual terms for which your contract will be terminated.

If you have questions regarding Bid Serial Advantage Document ID#, please contact Procurement Officer at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer/Admin Assistant
Attach

cc: Office of Procurement Services
re: Serial Advantage Document ID#



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Phoenix, AZ 85003
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Fax: (602) 258-1573

XXXXX XX, 20[XX]

[Contractor Name]
[Business Name]
[Contractor's Address]
[City, State, Zip Code]

RE: Solicitation Title, Advantage Document ID#

Dear Prefix Contractor Name:

On [Month, Date], 20[XX], the Maricopa County Board of Supervisors will approve a contract to award to your firm the subject contract.

In the interim, the Office of Procurement Services will need your firm to sign the enclosed/attached Professional Services contract and return the following to the Article 5 section of the County's Procurement Services Office, 401 W. Jefferson Street, Phoenix, AZ 85003:

- 1) The original signed and completed document (enclosed)
- 2) Two (2) copies of the completed and signed document(s) and exhibit(s)

More specifically, please complete the following:

- 1) Contract Section XXXI – Contract Execution. (NOTE: You do not need to obtain signatures for the Department Head, Chairman of the Board of Supervisors, Chief Procurement Officer, Clerk of the Board, or the County Attorney's Office. These signatures will be obtained by this office once the contract is approved.)
- 2) Exhibit B – Fee Schedule
- 3) Exhibit D – Sudan or Iran Business Operations Certification
- 4) Exhibit E – Legal Worker Certification

Please provide this information no later than XXXXX XX, 20[XX]

Prior to performing any work under the terms of this contract, you are required to provide insurance certificates, and other submission requirements made part of the final contract. These documents must be mailed to the Article 5 section of the County's Procurement Services Office seven (7) days from receipt of a Notice to Proceed by the Facilities Management Office. Failure to supply this documentation will be considered a material breach of the contractual terms for which your contract will be terminated.

If you have questions regarding Bid Serial Advantage Document ID #-ROQ, please contact Procurement Officer at (602) 506-XXXX.

Sincerely,

Procurement Officer
Title
Office of Procurement Services

Procurement Officer/Admin Assistant
Attach

cc: Office of Procurement Services
re: Serial Advantage Document ID#



Maricopa County

Office of Procurement Services

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Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

Enter a date.

Contact Name
Contractor Company Name
Contractor Address
City, State, Zip

RE Notice of Intent to Award, Solicitation Number, Solicitation Title

Dear [Choose an item](#). Contact Name:

Thank you for your Statement of Qualification for [Solicitation Title](#).

The purpose of this letter is to notify [Contractor Company Name](#) that the County intends to award your firm the subject contract.

In accordance with the terms of the solicitation and the contract contained in the solicitation, please forward your certificates of insurance, performance bond, and payment bond by no later than [Enter a deadline date](#).

Pursuant to A.R.S. 34-610, please provide a single performance bond in the amount of \$ _____ and a single payment bond in the amount of \$ _____ for the full term of the contract. Please deliver these documents to: Maricopa County, Office of Procurement Services, 320 W. Lincoln Street, Phoenix, AZ 85003. Mark the envelope containing these documents as Performance Bond, Payment Bond, Insurance Certificate(s), [Solicitation Number](#), [Solicitation Title](#), Attn: [Contract Officer Name](#)

Subsequent to Maricopa County receiving your firms insurance certificates and bonds, the County will then forward to you four (4) copies of the contract documents to be signed by your firm. [Contractor Company Name](#) will then have 10 days to review, sign, and return to the County the contracts. Failure to return the executed copies of the contract documents may result in rejection of your proposal with withdraw of this Notice of Intent to Award.

Sincerely,

[Contract Officers Name](#)
[Contract Officer's Title](#)

Cc: File [Solicitation Number](#)



Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

PHASE II CONSTRUCTION MANAGER AT RISK INFORMATION

Date: [Click here to enter a date.](#)

To: [Click here to enter text.](#)

From: [Click here to enter text.](#)

Re: [Click here to enter text.](#)

The Office of Procurement Services is ready to prepare your Construction Manager at Risk (CMR) Phase II contract for [Click here to enter text.](#)

In order for us to complete the contract, the following information is still needed:

Construction Documents

- Drawing and plans dated [Click here to enter a date.](#)
- Specifications dated [Click here to enter a date.](#)

Contract Price

- Construction [Click here to enter text.](#)
- General Conditions [Click here to enter text.](#)
- Construction (Owner) Contingency [Click here to enter text.](#)
- Contractor's Fee [Click here to enter text.](#)
- Contractor's overhead [Click here to enter text.](#)
- Bonds [Click here to enter text.](#)
- Builder's Risk Insurance [Click here to enter text.](#)
- General Liability Insurance [Click here to enter text.](#)
- Taxes [Click here to enter text.](#)

Design Professional Name [Click here to enter text.](#)

Revised GMP date [Click here to enter a date.](#)

Substantial Completion Calendar days
(from Contract Designing) [Click here to enter text.](#)

Final Payment shall be made [Click here to enter text.](#) calendar days from substantial completion

Non-Excusable Liquidated damage amount [Click here to enter text.](#) per day (Against the contractor for Non-Excusable Delays)

Excusable Delay Liquidated Damage Amount [Click here to enter text.](#) per day (Against the County for causing the Contractor to be delayed)