

# MARICOPA COUNTY PROCUREMENT CODE



## ARTICLE 5 PROCEDURES MANUAL

Rev. September 2014

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”**

September 2014

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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  
320 W. Lincoln Street  
Phoenix, AZ 85003

Phone: 602-506-2248

Email: slamac@mail.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. Award 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.

### ***PROCUREMENT CODE OF CONDUCT***

Procurement personnel are encouraged to freely discuss with their immediate supervisors any problem affecting compliance with the Maricopa County Procurement Code, the Article 5 Procedures Manual and/or the Maricopa County Code of Ethics.

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 (including advertising materials), 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 not support or approve any type of contract with a firm or individual if, at any time within a previous one-year period, such person was employed by, or was engaged in private business dealings with the firm or individual.

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) and the Ethics Handbook regarding outside employment.

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 will review their individual contract file for completeness prior to approving any procurement. 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 shall approve Limited Scope Procurement up to the statutory limit, Simplified Procurement up to \$100,000, Direct Select Contracts up to \$100,000 (unless delegated) or Register Selection Contracts up to \$500,000 where authorized. 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

advantage to or advance knowledge 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 get on the County Register, 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. In addition, the registers may be listed on the County's Internet pages. Registers will be updated annually during the County's first fiscal quarter or whenever a consultant submits a change.

**Construction Registers.** Construction registers will be maintained and will be updated annually. 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 approved by the applicable Department Director and forwarded to the Chief Procurement Officer for concurrence. 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 approve all department Article 5 procurement actions prior to approval by the Department Director and prior to submission to the Board for approval. If the department does not have an Article 5 Liaison or if the procurement exceeds departmental authority, the procurement will be approved by the Office of Procurement Services.

### ***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 rather than 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.** 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. All work assignments must be completed within the contract period.

**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 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 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. Contracts with retention requirements will be maintained or can be amended by change order.***

***The department may elect to have no retention withheld for design-build or construction-manager-at-risk contracts. However, retention cannot be withheld for job order contracting. Retention is only on amounts payable for construction and not applicable to amounts payable for related professional services. The decision to use (or not to use) retention is delegated to the departmental Article 5 Liaison. Any retention withheld, and/or not withheld, must conform to A.R.S., Title 34.***

## **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 an "A7" or better rating will be accepted. Procurement Officers/staff may check insurance company ratings at [www.ambest.com](http://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.

## ***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 of 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 is not more than ten percent (10%) of the final Engineer's Estimate. The Engineer's Estimate is 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 policy to provide small businesses the 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. Each County Department and the Office of Procurement Services will be required to sign a Procurement Service Level Agreement. The resultant agreement will constitute the entire agreement between Maricopa County departments (Customer) and the Office of Procurement Services. Additionally, each Customer and of the Office of Procurement Services will review the agreement at least once per fiscal year as part of the budget development process. This agreement will outline each party's responsibility, issue resolution procedures, expected service levels, and performance measurements.

## **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 will be procured using the standardized evaluation criteria contained in the SELECTION CRITERIA AND FORMS section of this Manual.

#### **REGISTER OF QUALIFIED CONSULTANTS**

The County will maintain a register of consultants that have expressed an interest in performing work for the County and 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.

The County will also maintain an Article V Register of Contractors who have expressed an interest in performing work for the County under the Simplified Construction Procurement Program and/or other construction types. The register may be categorized by type of work. Currently, the Article V Register of Contractors is not segregated by those firms only interested in Simplified Construction Procurement.

In addition to publication in the official newspaper of 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.) Consultants or contractors that have failed to provide satisfactory evidence of qualification or have performed unsatisfactorily may be removed from the Register after written notification to the consultant or contractor in accordance with Article 9 of the Maricopa County Procurement Code.

The Electronic Register is located at:

[HTTP://WWW.MCDOT.MARICOPA.GOV/PROCUREMENT/ARTICLE5/RSIA5\\_APPHOME.ASP](HTTP://WWW.MCDOT.MARICOPA.GOV/PROCUREMENT/ARTICLE5/RSIA5_APPHOME.ASP)

Article 5 Procurement Officers who are first time users of the Electronic Register and who need to have a User Name and Password to access the Article 5 Procurement Register should contact the Article 5 Procurement Office at the Maricopa County Department of Transportation 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**

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

Public notices should be included on the County's 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 or Project Manager. There is no limitation to where public notices can be advertised; professional magazines and trade journals or professional organizations are all appropriate. Judgment must be used in determining the benefits of advertising costs above and beyond the required legal newspaper.

## **REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTION PACKET**

The Public Notice will give only basic information regarding the solicitation. Interested firms are instructed to contact the County in order to obtain 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 assists the Project Manager in identifying the points for each criterion and approves the final points determination.

The Procurement Officer must appropriately document and track every solicitation issued in order to 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 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 should be kept 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 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, 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 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, 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) 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 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 will 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 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 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 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 should 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; the Procurement Officer 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.

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 labor costs and overhead, 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.

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 expected to be awarded for \$250,000.00 or less 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 persons with one of the committee members qualified in the discipline to be procured. A Procurement Officer is strongly recommended to be a member of the evaluation committee. The responsible Procurement Officer 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 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 the Electronic Register at:

[http://www.mcdot.maricopa.gov/procurement/article5/RSIA5\\_apphome.asp](http://www.mcdot.maricopa.gov/procurement/article5/RSIA5_apphome.asp)

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. If a register is not available for the specific specialty required, the formal solicitation process must be used. For questions about the register, contact the Procurement Office at the Maricopa County Department of Transportation.

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 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. The responsible Procurement Officer 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.

## **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 the Electronic Register at: [http://www.mcdot.maricopa.gov/procurement/article5/RSIA5\\_apphome.asp](http://www.mcdot.maricopa.gov/procurement/article5/RSIA5_apphome.asp).

The Project Manager is responsible for making the selection from the Register list. 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 Procurement Office at the Maricopa County Department of Transportation.

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

## ***SECTION 5 - SEALED COMPETITIVELY BID (CONSTRUCTION) CONTRACTS***

### **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, 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. When applicable, the fact that contractors desiring to submit bids may obtain full or partial sets of plans and specifications for estimate on request or by appointment.
3. 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.
4. 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 contract file.

While not required, public notices should be included on the County's (or District's) Procurement web page. 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. 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 who have registered under the Maricopa County Article 5 Procurement Register will be notified of the solicitation opportunity.

## **PRE-BID CONFERENCE AND TOUR**

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

1. Eliminate contingency costs in proposals/bids,
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 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.

If a mandatory tour is required, consideration may be given to scheduling two separate pre-bid conferences and tour dates to allow better response from the contracting community. This is not required. Mandatory pre-bid conferences must clearly be designated as such in the bid package if attendance is required for a responsive bid.

## **ADDENDA**

When questions are received from plan holders in response to the solicitation, the Procurement Officer shall ensure all plan holders receive the same information. The clarification or change made as a result of the question(s) shall be transmitted to all plan holders by an addendum. 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. Remind the bidder to acknowledge receipt of the addendum on the bid, and attach it to the bid.

## **INDEPENDENT ESTIMATE**

The Project Manager will establish the written Independent Estimate (i.e. architect's or engineer's 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 will be forwarded to the Procurement Officer in a sealed envelope 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 brought to the location of the "opening" with time of receipt noted on the outer envelope.

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 two or more bids are received – unless, in accordance with the Maricopa County Procurement Code, a written determination is made by the Procurement Officer otherwise to accept the one bid received.
3. When the bids, on the outside, are clearly marked as required by the solicitation.
4. 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 return the unopened bid to the submitting representative.

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 representative submitting the bid that the sealed envelope will be retained by the County and taken "under advisement." The bid may be either opened after polling the other non-bidders and gathering their reasons for not submitting a bid, or returned to the bidder unopened.

If the bid is returned unopened, a letter shall also be sent to the firm explaining the reason the bid was returned.

The bid abstract 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.

Bids will 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 should 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 7-2-1076).
  5. Bidder's financial, material, personnel or other resources, including subcontracts, are insufficient (R 7-2-1076).
  6. Bidder has record of unsatisfactory performance and integrity (R 7-2-1076).
  7. Bidder is not legally qualified to contract with Maricopa County (R 7-2-1076).
- 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. 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 protester. 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 nonsubstantial 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.

Once the low bidder is confirmed by the bid tabulations, the bid bonds are retained for only the two lowest bidders and the remaining bonds are returned to the other firms.

Upon contract award, the bid bonds from the two lowest bidders are returned to each firm.

### 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 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 of contractors interested in the Simplified Construction Procurement Program will be maintained by the County. The register, also referred to as the 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 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. Print a list of 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 2013, the statutory ceiling for limited scope procurement is \$19,789.48 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 price 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 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 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 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**

### **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. §§ 39-204 or 28-6713. 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 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 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 be 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 March 2012, 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, 2020. 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, 2020, construction services under the contract may be rendered in whole or in part after June 30, 2020.
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 MC1-350 and MC1-350 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 MC1-350 and MC1-351 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, noncompliance 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 contracts on the basis of demonstrated competence and qualification.

#### ***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) Design contract 2) Construction (contractor-at-risk) contract. 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 to 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 Confidentially 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 evaluation committee 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 evaluation committee 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, 2020. 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, 2020, construction services under the contract may be rendered in whole or in part after June 30, 2020.
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, Sections MC1-349 and MC1-348 of this 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 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 MC1-349 and MC1-350 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 County Procurement Code, the single maximum value of an individual job order or work assignment shall not exceed \$1,000,000. 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 professional services may be procured under a single request for qualifications solicitations. The 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 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 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 (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 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 for approval. The Department Director and the Chief Procurement Officer shall resolve any disputes. The selection committee shall not have more than seven members. 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.

## **FINAL LIST PROCESS**

Shortly after the Statements of Qualifications are received by the Office of Procurement Services Procurement Officer, the proposals will be distributed 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 and evaluate each SOQ response. Committee members shall then meet to make a final list. Final calculations are individually made and each member ranks 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 and 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 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 and 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. §34-607.B.4. 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 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:

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**

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. Offeror qualifications.
2. Offeror financial capacity.

3. Compliance with the department's project schedule.
4. The price or life cycle price for procurements that include maintenance services, operations services or financial services.
5. An offeror quality management plan.

## **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, 2020.
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, 2020, 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. §34-603, Subsection F 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***

Payment and performance bonds are due upon request of the work assignment. The bonds will be for the full amount of the work assignment.

## ***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 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 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.

### ***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.

<b>DELEGATED CONTRACT CHANGE ORDER AUTHORITY MATRIX</b>			
<b>NON-CONSTRUCTION</b>		<b>CONSTRUCTION</b>	
<b>CONTRACT FEE</b>	<b>MODIFICATION LIMIT</b>	<b>CONTRACT VALUE</b>	<b>MODIFICATION LIMIT</b>
\$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

<b>CONSTRUCTION CHANGE ORDER - BOS - BOD APPROVAL</b>												
NAME OF CTY ENTITY												
Date: 02/24/11		Change Order Number: <input type="text" value="3"/>	Amount: <input type="text" value="\$ 59,848.00"/>	File No: <input type="text"/>								
Contract No: <input type="text" value="XYZ 2012CXXX"/>	Work Order/PCN No: <input type="text"/>											
Contractor Name: <input type="text" value="NAME OF CONTRACTOR"/>												
Contract Title: <input type="text" value="CONSULTANT/CONSTRUCTION XYZ PROJECT"/>												
Initial Amount: <input type="text" value="\$10,000,000.00"/>	Contract Award Date: <input type="text" value="XX/XX/XXX"/>	Total Previous Change Orders:		<input 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>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: 400px;"> <tr> <td>Initial Contract Amount</td> <td style="text-align:right">\$10,000,000.00</td> </tr> <tr> <td>Amended Contract Amount w/ previous change orders</td> <td style="text-align:right">\$10,045,000.00</td> </tr> <tr> <td>Current Change Order Request</td> <td style="text-align:right">\$59,848.00</td> </tr> <tr> <td><b>Amended Contract Amount w/ current change order</b></td> <td style="text-align:right"><b>\$10,104,848.00</b></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> <p><b>NAME OF FIRM</b></p> Principle (Signature) _____ Printed Name: _____ Title: _____ Date: _____ Federal Tax ID Number: _____					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	<b>Amended Contract Amount w/ current change order</b>	<b>\$10,104,848.00</b>
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											
<b>Amended Contract Amount w/ current change order</b>	<b>\$10,104,848.00</b>											
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		Clerk of the Board										
Approved as to form and within the powers and authority granted under the laws of the State of Arizona to (Cty Entity).		_____ 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			
	Change Order Number:	3	
Date: XX/XX/XX	Amount:	\$29,468.40	File No: XXXXX
Contract No: XYZ 2012CXXX			Work Order/PCN No: XXXXXX
Contractor Name: NAME OF CONTRACTOR			
Contract Title: CONSULTANT/CONSTRUCTION XYZ PROJECT			
Initial Amount: \$10,000,000.00	Initial Contract Award Date: 6/9/99	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>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
	<b><u>Amended Contract Amount w/ current change order</u></b>		<b><u>10,074,468.40</u></b>
	Total Requested Change Orders	\$ 74,468.40	
	<b>Change Order Authorization Remaining</b>	<b>\$175,531.60</b>	
<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: NAME OF FIRM		Principle (Signature) _____	
Contractor Address: 123 ANY STREET		Printed Name _____	
SUITE 2		Title: _____	
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 1 of 3

Bid Line Items Sheet

CONSTRUCTION CHANGE ORDER NO. 3

Provide description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and actual cost. Unless otherwise stated, rates for rental of equipment on actual cost work cover only such time as equipment is actually used. No allowance will be made for idle times.

Bid Item No.	Description	Unit	Estimated Quantity	As-Built Quantity	Difference (+/-)	Unit Price	Difference (+/-)	
1	Pencils	each	20	30	10.00	\$1.00	\$10.00	
2	Paper	each	10000	5000	(5,000.00)	\$5.55	(\$27,750.00)	
Total this Sheet								\$(27,740.00)

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:	XXXXX								
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><b>Amended Contract Amount w/ current change order</b></td> <td style="text-align: right;"><b>\$1,294,444.00</b></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	<b>Amended Contract Amount w/ current change order</b>	<b>\$1,294,444.00</b>
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										
<b>Amended Contract Amount w/ current change order</b>	<b>\$1,294,444.00</b>										
<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;"><b>NAME OF FIRM</b></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;"><b>NAME OF COUNTY ENTITY</b></p> <p><b>RECOMMENDED BY:</b> _____ <b>ACCEPTED AND APPROVED:</b> _____</p>											
Authorized Person's Name	Date	Chairman, Board of Supervisors/Directors	Date								
AUTHORIZED PERSON'S TITLE		ATTEST:									
<b>LEGAL REVIEW</b>											
Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the County Entity.											
		Clerk of the Board	Date								
Deputy/General Counsel	Date										
Copy to: Contract File, Office of Procurement Services, Controller, Division Manager, Project Manager, Consultant											

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 style="text-align: center;">By reason of this proposed change <u>XX</u> days extension of time will be allowed.</p> <p style="text-align: center;">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;"><b><u>Amended Contract Amount w/ current change order \$ 1,064,444.00</u></b></p>					
<p>Total Requested Change Orders \$ 64,444.00</p> <p><b>Change Order Authorization Remaining \$ 33,056.00</b></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

Every effort shall be made to maintain contractors and/or consultant's contractual schedule and completion date. The seriousness of meeting schedules and completion dates shall be conveyed to the contractor/consultant during fee negotiations, at the time of contract award, at post award meetings, and during the performance of the contract.

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 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. [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. 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 shall 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:

<http://www.mcdot.maricopa.gov/procurement/ProjectAdvertisements/Default.aspx?type=Construction>

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?

**ON-CALL ASSIGNMENT ORDER**

Assignment No. \_\_\_\_\_

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

Work Control Number: \_\_\_\_\_

Contract Name and Number: \_\_\_\_\_

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

By mutual agreement of the parties, the following contract assignment(s) are incorporated into Contract \_\_\_\_\_. All other contract terms and conditions remain unchanged.

Brief Description of Assignment Scope of Work: \_\_\_\_\_

**Contract amount** \$ \_\_\_\_\_

**Funds available** \$ \_\_\_\_\_

**Previous assignment orders** \$ \_\_\_\_\_

**Current assignment costs** \$ \_\_\_\_\_

**Notice to Proceed Date:** \_\_\_\_\_

**Assignment Completion Date:** \_\_\_\_\_

We, the undersigned Consultant, hereby agree that upon execution of this assignment we will perform all services as identified in the task assignment, and will accept the above specified amount(s) as full payment therefore.

Consultant Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

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

**On-Call (Task) Assignment Certification:**

**Certification of Funds for this Assignment:**

Project Manager: \_\_\_\_\_

Controller: \_\_\_\_\_

Division Manager: \_\_\_\_\_

**County Procurement Code Certification:**

Contracts Manager: \_\_\_\_\_

APPROVED/DISAPPROVED

\_\_\_\_\_  
Department Director Signature Block

Attachment: Consultant's Fee Proposal, Assignment Scope of Work

Original to: Contract File

Copies to: Consultant, Contracts Payable, and Project Manager

**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

**CONFIDENTIALITY AND CONFLICT OF INTEREST CERTIFICATION**

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) :** \_\_\_\_\_

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

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.

- **Invitation for Bid (Design-Bid-Build)** (D-B-B Template is not included in this Procedures Manual.)
- **Request for Qualifications Sample for Design Build** (DB Template is not included in this Procedures Manual.)
- **Request for Technical Proposal Sample for Design Build** (DB Template is not included in this Procedures Manual.)
- ***Request for Qualifications Sample for Construction Manager at Risk (CMR Template is not included in this Procedures Manual.)***
- **Request for Qualifications Sample for Job Order Contracting** (JOC Template is not included in this Procedures Manual.)
- **Invitation for Bid Simplified Construction Procurement** (Simplified Construction Procurement Template is not included in this Procedures Manual.)
- **Invitation for Bid Limited Scope Construction Procurement** (Limited Scope Construction Procurement Template is not included in this Procedures Manual.)

## CHAPTER IX - REPORT DUE DATES

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

<b><u>Semi-Annual Reports</u></b>
1 <sup>st</sup> and 2 <sup>nd</sup> fiscal quarters (July - December) – <b>Due the 7<sup>th</sup> day of January each year)</b> 3 <sup>rd</sup> and 4 <sup>th</sup> fiscal quarters (January - June) -- <b>Due the 7<sup>th</sup> day of July each year)</b>
<b>1. All contracts awarded within the department's delegated procurement authority.</b> 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).
<b>2. Maricopa County Small Business Enterprise Program Participation Reporting Form</b>

## **CHAPTER X - CONSULTANT AND PROJECT MANAGER PROCESS IMPROVEMENT**

### **GENERAL**

This Chapter contains evaluation forms to be completed by the consultant and the County's Project Manager. The intent of these forms is to implement a process improvement tool to aid the County in identifying and disseminating new and useful ideas. At the same time, these forms can document instances that have gone wrong in order to prevent, or assist, the County from making the same, or similar, mistake in the future. The information in these forms has the potential to improve the efficiency and effectiveness of operations for both the consultant and the County. In addition, once the ideas are implemented, they have the potential of providing cost savings to the public.

### **PROCEDURES**

Both the consultant and the County forms will be completed at least once at the end of the contract. At the option of the consultant and/or the County Project Manager, the forms may be used at an intermediate point to formalize the contract's status at a particular point in time. These forms will not be used in the consultant selection process. The department's Procurement Officer will review the completed forms to determine if there is an opportunity for process improvement. If such potential exists, the Procurement Officer will bring the opportunity to the attention of the department's management staff and the County's Article 5 office if appropriate. Completed forms will be filed together in a separate process improvement file in the department's procurement office and will not be available for general public review. Retention of the forms will be in accordance with the standards used for the consultant contract.

**MARICOPA COUNTY CONSULTANT EVALUATION FORM**

To be filled out by Department

Date _____	
Consultant Name _____	Project Name _____
Project Description _____	
Project Manager _____	Contract Number _____
Type of Review <input type="checkbox"/> Intermediate <input type="checkbox"/> Final	

**NOTE: This form is to be used for design and study contracts.**

Rate each of the following using a scale 1 through 5. Mark categories that do not apply N/A (Not Applicable). Use this form at both intermediate and final reviews. Write comments, if any, in the space provided.

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Needs Improvement		Satisfactory		Superior

<b>TIMELINESS</b>	<b>RATING</b>
	1 2 3 4 5
1. Timeliness of scoping and negotiations leading to timely signing of a contract _____ _____ _____	□□□□□
2. Work accomplished in accordance with the approved/updated schedule _____ _____ _____	□□□□□
3. Timely response to Department comments _____ _____ _____	□□□□□
4. Timely billings, billing questions resolved _____ _____ _____	□□□□□

**KNOWLEDGE**

1 2 3 4 5

5. Understanding of project objectives/scope of work by project manager/reviewer\_\_\_\_\_

6. Decision making/guidance by project manager\_\_\_\_\_

7. Awareness and resolution of criteria or policy changes affecting project outcome\_\_\_\_\_

8. Adequate coordination to resolve issues beyond the scope of work\_\_\_\_\_

**COOPERATION/COMMUNICATIONS**

9. Working relationship between Department staff and consultant\_\_\_\_\_

10. Communications during this project\_\_\_\_\_

11. Clarity of decisions or instructions from Department\_\_\_\_\_

12. Recognition and resolution of unusual or critical problems\_\_\_\_\_

**QUALITY**

13. Clarity of contract scope of work\_\_\_\_\_

14. Clarity of Department standards/expectations for drawings\_\_\_\_\_

	1	2	3	4	5
15. Clarity of Department standards/expectations for specifications _____	<input type="checkbox"/>				
16. Clarity of review comments _____	<input type="checkbox"/>				
17. Completeness of review comments _____	<input type="checkbox"/>				
18. Appropriateness or relevancy of review comments for level of submittal _____	<input type="checkbox"/>				
19. Maintained adequate and qualified management and review personnel throughout the project _____	<input type="checkbox"/>				

**TOTALS**      **1 2 3 4 5**

How well are we doing? How can we improve?

**COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MARICOPA COUNTY  
DEPARTMENT EVALUATION FORM**

To be filled out by Consultant

Date_____	
Consultant Name_____	Project Name_____
Project Description_____	
Project Manager_____	Contract Number_____
Type of Review <input type="checkbox"/> Intermediate <input type="checkbox"/> Final	

**NOTE: This form is to be used for design and study contracts.**

Rate each of the following using a scale 1 through 5. Mark categories that do not apply N/A (Not Applicable). Use this form at both intermediate and final reviews. Write comments, if any, in the space provided.

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Needs Improvement		Satisfactory		Superior

The consultant may optionally elect to answer all of the categories that apply with comments and not fill out the number rating.

<b>TIMELINESS</b>	<b>RATING</b>
	1 2 3 4 5
1. Timeliness of scoping and negotiations leading to timely signing of a contract_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	
2. Materials furnished to consultant in a timely fashion _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	
3. Timely response to consultant questions_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	
4. Timely reviews (meets schedule)_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	
5. Timely payment of billings, billing questions resolved_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	
_____	

**KNOWLEDGE/INNOVATION**

1 2 3 4 5

6. Organization of work\_\_\_\_\_

7. Value Engineering (i.e. savings in cost, design, maintenance)

8. Good understanding of project/scope of work\_\_\_\_\_

9. Recognition and resolution of unusual or critical problems\_\_\_\_\_

**COOPERATION/COMMUNICATIONS**

10. Consultant working relationship/communication with Department

11. Consultant working relationship with outside Departments\_\_\_\_\_

12. Compliance with contractual obligations\_\_\_\_\_

**QUALITY**

13. Deliverables/submittals complete in accordance with the scope

14. Produced clear, complete and accurate drawings per Department's standards\_\_\_\_\_

15. Produced clear, complete and accurate specifications per Department's standards\_\_\_\_\_

16. Produced clear, complete and accurate design calculations

1 2 3 4 5

17. Produced clear, complete and accurate quantity calculations

18. Produced clear, complete and accurate reports

19. Maintained adequate and qualified personnel throughout the project

20. Performed quality control on items prior to submittal for review

21. Complete documentation

**TOTALS**      **1 2 3 4 5**

How well are we doing? How can we improve?

**COMMENTS:**

<hr/> <hr/> <hr/> <hr/>
-------------------------

## **CHAPTER XI - TYPICAL PROCUREMENT FILE FOLDER CONTENTS**

### ***TYPICAL PROCUREMENT FILE FOLDER CONTENTS FOR CONSTRUCTION CONTRACTS***

#### Tab 1

1. Contract Change Orders
2. Signed Contract
3. Bond(s)
4. Insurance Certificates

#### Tab 2

1. Routing Sheet
2. Written Determination (required by A.R.S. or County Proc. Code)
3. Award Package Checklist & Supporting Documentation

#### Tab 3

1. Bids/Proposals received log sheet
2. Pre-Proposal/Pre-Bid Sign-in Sheets
3. Solicitation & Solicitation Addenda
4. Notice of Solicitation Award & Distribution List/ Vendor List
5. Outgoing/Incoming Correspondence
6. Unsuccessful Vendor Notice Letters

**TYPICAL PROCUREMENT FILE FOLDER CONTENTS FOR ENGINEERING SERVICES CONTRACTS**

Tab 1

1. Contract Change Orders
2. Signed Contract
3. Bond(s)
4. Insurance Certificates

Tab 2

1. Routing Sheet
2. Written Determination (required by A.R.S. or County Proc. Code)
3. Award Package Checklist & Supporting Documentation

Tab 3

1. Bids/Proposals received log sheet
2. Pre-Proposal/Pre-Bid Sign-in Sheets
3. Solicitation & Solicitation Addenda
4. Notice of Solicitation Award & Distribution List/ Vendor List
5. Outgoing/Incoming Correspondence
6. Unsuccessful Vendor Notice.

## **CHAPTER XII - 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 fully comply with State 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 - SMALL BUSINESS ENTERPRISE PROGRAM - POLICY**

### ***Purpose***

The purpose of this policy is to encourage the participation of small business enterprises in County procurement activity. This policy is consistent with Arizona Revised Statutes (A.R.S. 41-2535 A. through C.), the Board of Supervisors strategic goals, and the Maricopa County Procurement Code.

### ***Definitions***

**Article 3 Procurement** - means any Maricopa County department or any County Governmental Unit delegated by the Director of the Office of Procurement Services/Chief Procurement Officer and approved by the Board of Supervisors to acquire non-construction related commodities and services.

**Article 5 Procurement** - means any Maricopa County department or any County Governmental Unit delegated by the Chief Procurement Officer and approved by the Board of Supervisors/Directors to procure construction related commodities and services.

**Certified Agency Procurement Aides (CAPA)** – means individuals designated by an individual department, trained by the Office of Procurement Services, and approved by the Board of Supervisors to conduct limited procurement activities.

**Construction** - means a process of improving, altering, remodeling, or demolishing of any public structure, highway, bridge, building or public improvement of any kind to any real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, highways, bridges or public property.

**Commodities** - means all property, including equipment, supplies, printing, insurance and leases of personal property, but does not include land or other real property interests.

**County Governmental Unit** - means any Maricopa County Department or agency headed by an elected or appointed official.

**Cooperative Purchasing** - means a Procurement conducted by, or on behalf of, more than one Public Procurement Unit.

**County Engineer** - means the County Engineer appointed pursuant to A.R.S. § 11-561.

**Emergency Procurement** - See Maricopa County Procurement Code Sections MC1-350 and MC1-353.

**Price** - means, for the purposes of the Procurement Code, the total expenditure for a defined quantity of a commodity or service.

**Procurement Officer** – means any Person duly authorized by the Director to engage in specific limited procurement activity acting within the limits of authority under the Procurement Code.

**Services** - means the furnishing of labor, time or effort by a Contractor which does not involve the delivery of a specific end product other than required reports and performance. Services does not include employment agreements or collective bargaining agreements.

**Small Business Enterprise** - For the purposes of this policy, means a concern, including its affiliates, which is not dominant in its field and which employs fewer than one hundred full-time employees or which has gross annual receipts of less than four million dollars in its last fiscal year. (A.R.S. 41-1001)

**Sole Source Procurement** - See Maricopa County Procurement Code Sections MCI-347 through MC1-352.

### ***Policy***

The Small Business Enterprise (SBE) Program shall apply to all County procurements for commodities, services (including professional services), and construction not covered by an existing contract with a one-time estimated cost of \$50,000 or less. The SBE program shall not apply to leases of rental property; license and permits; concessions; franchise agreements; for investment banking services; and those exceptions as listed in Article 2, Section MC1-102 A. through E.

### ***Authority and Responsibility***

The Board of Supervisors, through the Chief Procurement Officer is responsible for implementing and enforcing this policy. Operational implementation and program responsibility shall reside with the Chief Procurement Officer for Article 3 and Article 5 procurement activity. The Chief Procurement Officer shall exercise managerial and budgetary responsibility for the SBE program. The County Engineer shall provide support regarding Article 5 procurement questions, training, and vendor identification.

### ***Duties and Responsibilities***

The primary functions of the SBE program shall include:

1. Market and increase the awareness of the County's SBE program in the vendor community.
2. Provide training to the vendor community in how to actively participate in County procurement activities.
3. Advise and support County Procurement Officers in identifying and utilizing small business enterprises.
4. Provide briefings and reports to the Board of Supervisors and senior County management on the status of the SBE program, including recommendations for program improvements.
5. Establish a working relationship with and act as the County's liaison to other groups and jurisdictions engaging in the promotion of SBE procurement activities.
6. Monitor procurement activity to determine compliance with this policy and submit reports to the Chief Procurement Officer documenting progress within the respective areas of responsibility along with recommendations on improvement.

The primary responsibilities of County Procurement Officers shall include:

1. Collaborate with the SBE program to promote and encourage small business enterprises participation in County procurement activities.
2. Comply with the requirements of this policy.
3. Provide program information and reports in compliance with requests from the SBE program.
4. Participate in training and marketing activities sponsored by, or in which, the SBE program is participating.
5. Participate in programs and activities to identify changes to the SBE program that will improve results by increasing SBE participation in County procurement activities.

## ***Procedure***

### Procurements of \$50,000 or Less

1. The Maricopa County Procurement Code directs that procurements of \$50,000 or less, not included in: 1) An existing County contract, or 2) At the discretion of the Procurement Officer or CAPA, or 3) A contract available to the County through a Cooperative Purchasing Agreement, shall seek small business enterprise participation to fulfill those requirements using informal procurement methods as specified in the Maricopa County Procurement Code or contained in policies issued by the Office of Procurement Services.
2. In identifying potential small business enterprise vendors to solicit in fulfilling the procurement requirement, a Procurement Officer or CAPA shall identify at least the minimum number of small business enterprises required, using at a minimum, the County vendor registration application and/or qualified vendor registers. Vendors identified shall be rotated, to the extent possible, to assure fair and equitable access to County contracting opportunities.
3. The purchases meeting the SBE criteria shall be awarded to the lowest price responsive and responsible small business respondent meeting the terms, conditions and evaluation criteria with the following exceptions:
  - a. When a minimum of three (3) small business enterprises cannot be identified using at a minimum the small business vendor databases defined in paragraph #2 above.
  - b. If the procurement is approved as a sole source or emergency procurement as defined by the Maricopa County Procurement Code.
4. If procurements fall within one of the exceptions shown in item #3 above, the Procurement Officer shall make the award in the manner most advantageous to Maricopa County and in compliance with the Maricopa County Procurement Code. The Procurement Officer shall provide written justification in the procurement file if the procurement falls into the exceptions listed in 3.a. or 3.b. above.

### Procurements Exceeding \$50,000

The primary focus of the Maricopa County SBE program is on procurements of \$50,000 or less as defined in the previous section. However, Procurement Officers are encouraged to evaluate procurements exceeding \$50,000 to determine whether opportunities exist for small business enterprise participation. All solicitation documents will contain a statement expressing Maricopa County's desire to provide small business enterprises an opportunity to participate in

procurement opportunities and encourage businesses that do not qualify for the SBE program to use SBE's when possible in fulfilling Maricopa County contract obligations.

## APPENDIX A - SMALL BUSINESS ENTERPRISE PROGRAM – PROCEDURES

### August 2007

- A. It is Maricopa County’s policy to provide small businesses the opportunity to participate in the County’s solicitation process and to be considered to fulfill the requirements for various commodities and services.
- B. The Maricopa County Small Business Enterprise (SBE) Program is a self-certification program. Therefore, the County encourages the use of SBE firms without establishing goals or quotas.
- C. A small business enterprise means a concern, including its affiliates, which is not dominant in its field and which employs fewer than one hundred full-time employees or which has gross annual receipts of less than four million dollars in its last fiscal year. (A.R.S. 41-1001) Questions about the program can be answered by the SBE Manager located in the Office of Procurement Services.
- D. The program will facilitate the participation of small business enterprises in Maricopa County’s procurement activities, including amounts of \$50,000 or less, which are not included in an existing County contract.
- E. For projects \$50,000 or less, Procurement Officers and Certified Agency Procurement Aides (CAPAs) shall identify and solicit bids from at least three SBEs to assure fair and equitable access to County contracting opportunities. Except for professional services, contracts will be awarded based on the lowest priced, responsive and responsible bid meeting the terms, conditions, and evaluation criteria. For procurements exceeding \$50,000, Procurement Officers and CAPAs are encouraged to determine whether opportunities exist for SBE participation.
- F. To encourage participation, a discussion of the SBE program is suggested at pre-submittal meetings with consultants or pre-bid meetings with contractors. A copy of small business firms identified from the County register may be distributed to the attendees.
- G. REQUIRED FORMS (ATTACHMENTS):
  - 1. Participation Reporting Form. This form shall be completed and submitted by the consultant or contractor with the pay application/invoice to identify the SBE participation.
  - 2. Semi-Annual Departmental Reporting Form. This form shall be completed by each Article 3 CAPA and Article 5 Procurement Liaison to report the SBE participation. **The time periods are July through December which will be due January 7 and January through June which will be due July 7.**



## Maricopa County Small Business Enterprise Program Participation Reporting Form

*This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.*

\_\_\_\_\_  
Name of Prime Consultant/Contractor

\_\_\_\_\_  
Contract No.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Project No.

\_\_\_\_\_  
Street Address

\$ \_\_\_\_\_  
Amount of this Pay Application/Invoice

\_\_\_\_\_  
City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	\$ Pd to SBE this App/Inv
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Telephone Number

## 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.

**Note:     September 2007 changes are noted in left margins of the changed pages.**

## 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.3) Revise "Evaluation Criteria" (Dept Proc Officer identifies evaluation criteria; use criteria in FORMS section as example; County Engineer must

IV.4	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







## APPENDIX C - DEFINITIONS

Extract from *A.R.S. Title 34*

(Note: If differences exist between the following definitions and the definitions that are currently listed in A.R.S. Title 34, the statutory definitions shall prevail.)

1. "Agent"
  - A. Means any county, city or town, or officer, board or commission thereof, and irrigation, power, electrical, drainage 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 improving, altering, remodeling or demolishing of any public structure, highway, bridge, building or public improvements of any kind to any real property.
  - B. Does not include the routine operation, routine repair or routine maintenance of existing structures, highways, bridges or public 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.
  - 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 in sequential phases or concurrent phases.
  - 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.
  - B. Design and construction of the project may be in sequential phases or concurrent phases.
  - C. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.
10. "Design requirements":
  - A. Means at a minimum the agent's written description of the project or service to be procured, including:
    1. The required features, functions, characteristics, qualities and properties.
    2. The anticipated schedule, including start, duration and completion.
    3. The estimated budgets applicable to the specific procurement for design and construction and, if applicable, for operation and maintenance.
  - B. May include:
    1. Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by an architect or engineer, as appropriate, who is registered pursuant to Section 32-121.
    2. Additional design information or documents that the agent elects to include.
11. "Design services" means architect services, engineer services or landscape architect services.
12. "Direct selection" means the selection of a technical registrant without the requirement of advertising or the use of a current register.
13. "Engineer services" means those professional engineer services that are within the scope of engineering practice as provided in Title 32, Chapter 1.
14. "Finance services" means financing for a construction services project.

15. "Horizontal construction" means highways, roads, streets, bridges, canals, floodways, earthen dams and landfills.
16. "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, operation 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.
20. "Operations services" means routine operation of existing facilities, structures, buildings or real property.
21. "Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.
22. "Preconstruction services" means advice during the design phase.
23. "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 material, 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. "Professional services" – are services as defined by Maricopa County Procurement Code, MC1-203.
26. "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.

27. "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.
28. "Specific single project" means one or more facilities at a single location, at a common location or, if for a similar purpose, at multiple locations.
29. "Subcontractor" means a person who contracts to perform work or render service to a contractor or to another subcontractor as part of a contract with an agent.
30. "Technical registrant" means a person who provides any of the professional services listed in Title 32, Chapter 1.
31. "Vertical construction" may include but not limited to buildings and those facilities not considered as horizontal construction.