



REQUEST FOR QUALIFICATIONS

Solicitation #23-200-07b

*The Yuma County Board of Supervisors
invites the submittal of a Statement of Qualifications for:*

DESIGN-BUILD SERVICES

for

PRE-CONSTRUCTION and CONSTRUCTION SERVICES

**Yuma County Jail District
Adult Detention Center Smoke Control Repair & Upgrade
200 West Court Street, Yuma, Arizona 85364**

Responses will be received at the Yuma County Main Administrative Offices
197 S. Main Street, Yuma, AZ 85364 Attention: Clerk of the Board

For all inquiries regarding this Request for Qualifications ("RFQ") contact the Yuma
County Sheriff's Office Owner's Representative:

R. Anthony Araza | aaraza@cei-az.com

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

Date of Issuance: August 27, 2026

SOQ's Due: September 30, 2026, at 3:00 PM

**SHERIFF
Leon Wilmot**

"Dedicated to Service"

SECTION 1.0

A. INTRODUCTION

This RFQ is being issued pursuant to A.R.S. § 34-603, under which the Owner may procure Design-Build Construction Services. All SOQs submitted will be made available for public inspection after the award has been made except to the extent that the Respondent has requested, and the Owner concurs, that certain information remains confidential. The Owner reserves the right to accept or reject any or all SOQs or any part thereof, and to waive any formality or informality in any SOQ as deemed by the Owner to be in the best interest of the Owner, or to decline to enter into a contract with any of the applicants. The Owner reserves the right to extend the time for submission of responses by notification to all parties known to have received a copy of this RFQ, and by such other notice as the Owner may deem appropriate. This RFQ shall not commit the Owner to enter into any agreement to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services.

This is a qualifications-based selection process, and Respondents shall not include any proposed fees or prices in any SOQ or interview. Inclusion of fees or prices in a response may result in its rejection. As is provided in this Request for Qualification and in A.R.S. § 34-603(C)(2)(d), interviews may be conducted with at least three but no more than five responsive Respondents, or in such numbers as may be otherwise allowed by law. During these interviews, there shall be no disclosure of any information derived from SOQs submitted by competing Respondents. Following interviews and ranking, fee negotiation meetings may be conducted with the highest ranked Respondent. If agreement is not reached, the Owner will terminate negotiations and proceed to the next ranked Respondent or terminate the solicitation.

Any Design-Build construction contract that may arise from this solicitation will be a guaranteed maximum price ("GMP") contract.

The County Representative ("Owner") is R.E. (Steve) Mendoza, Yuma County Sheriff's Office Project Manager.

The Project/Construction Manager ("Owner's Representative") is R. Anthony Araza, Consultant Engineering, Inc. (CEI), an Arizona corporation.

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YUMA COUNTY REQUEST FOR QUALIFICATIONS

DESIGN-BUILD PRE-CONSTRUCTION AND CONSTRUCTION SERVICES YUMA COUNTY SHERIFF'S OFFICE ADULT DETENTION CENTER SMOKE CONTROL REPAIR & UPGRADE PROJECT

Yuma County Sheriff's Office Jail District ("District") is seeking a qualified firm to provide Design-Build Services for the design and construction of the District's proposed Adult Detention Center HVAC Smoke Control Repair and Upgrade project (hereinafter the "Project"). District's purpose in seeking a qualified Design-Build team with appropriate knowledge and experience is to ensure the successful design, sequencing, construction documents and guaranteed maximum price ("GMP") submittal and approval process with full construction services for completion of a cost effective, safe and efficient smoke control system project, delivered on schedule and within the District's identified budget.

HISTORY AND PROJECT OBJECTIVE

The District is seeking a Design-Build (DB) team with experience providing design and construction services on similar projects together before, and who are professionally licensed in the State of Arizona. The term of any contract resulting from this solicitation shall be the date of award through final completion closeout and acceptance of the Project by the District, including all related approvals, permits, closeout trainings, reports and as-built documents; and warranties and as otherwise noted.

The Yuma County Jail District Adult Detention Center facility is located at 200 West Court Street, Yuma, AZ. The facility was originally constructed in 1986, with a 1995 addition expanding the facility to its current 428,000 plus square feet, including space for administration, visitor lobby, video visitation, vehicle sally port, intake, housing with dayrooms and exercise yards, infirmary, kitchen and storage.

In 2026 the District conducted an assessment of the smoke control system and other relevant interacting equipment, which are mostly original from the 1995 timeframe, outside of the fire alarm system replaced recently. The existing equipment within the smoke control system includes, but is not limited to air handling units, smoke exhaust fans, stairwell supply pressurization fans, dampers (fire, smoke, and combination fire & smoke), electrical / emergency systems, and other relevant controls. The smoke control system is intended to operate automatically in response to a fire or smoke event that occurs. Parts and equipment for the smoke control system have become outdated, unserviceable, and/or non-operational.

PROJECT SCOPE

The 2026 Smoke Control Assessment includes review of previous design documents, equipment manuals where applicable, and site visit review of equipment and documentation of the equipment's condition as able to be determined. The smoke control system includes multiple connected systems such as air handling units, smoke exhaust fans, life safety dampers including fire, smoke, or combination fire and smoke dampers, electrical/emergency distribution systems, fire alarm system, and connected controls system. Other relevant information about the buildings' connected systems or currently known conditions is as follows:

- The current Energy Management System (EMS) is a combination of an Andover Continuum system serving existing air handler units and building components, and an Automated Logic system serving the central plant equipment (chillers, cooling towers, boilers, etc.). The Andover system was originally installed at the building addition timeframe (1995) and was last upgraded in 2011 and is now obsolete. The Automated Logic system was installed in 2010 and is at its useful life. The two systems do not communicate, which does not allow for proper building controls.

- The fire alarm system was replaced in 2018 with a new Notifier Fire Alarm System.
- The building's smoke control system failed its last inspection.
- Complaints from staff have risen concerning the building's HVAC cooling and humidification.
- TAB rebalancing efforts are also believed to not have occurred for a long period of time, possibly with the last full TAB effort occurring in 2002.

An essential element of the Design-Build scope of services will be to support the District, Owner's Representative, and project team in delivering a finished Project that conforms to parameters approved by the District. Another essential element of the Design-Build scope of services will be to support conformance with the District's schedule expeditiously and efficiently.

This draft scope and budget are for informational purposes only and do not limit or define the actual Project. Any final contract resulting from this RFQ will define the Project.

The Design-Builder must provide for the complete design and construction of the Project, including any temporary or interim facilities if required to maintain essential Jail functions in operation throughout the construction period.

Specific major items and work that must be included in the project is set forth below. The list is not to be considered all-inclusive and all items and work necessary to fulfill the intent of the overall effort are to be provided within the GMP as well:

- Professional fees and reimbursable expenses of all Design-Build consultants.
- Deferred submittal design, approval, permitting and coordination with building systems to maintain approved baseline construction schedule.
- Construct a project that meets all building code jurisdictions.
- Implement and enforce a comprehensive construction safety plan in compliance with OSHA, ADOSH, and all governing standards.
- Acquire all required permits from federal, state, county, and local agencies (fees paid by Owner).
- Implement and enforce a comprehensive construction quality control plan to ensure compliance as set for within permitted construction documents, governing agencies, and submittal review process.
- Demolition of any existing walls/structure per final approved design and site/utility improvements.
- Remediation of any materials requiring abatement.
- Construction and coordination phase utilities connections.
- Construction and coordination of mechanical, electrical, fire protection and low voltage systems.
- Construction and coordination of plumbing, piping and drainage systems.
- Inflation and escalation as required.
- All "job specific" commercial general liability, workers' compensation, business automobile liability insurance and builders risk insurance that includes flood and earthquake under one policy per contract requirements.
- Payment and Performance Bond
- Applicable taxes.
- Coordination, scheduling, and cooperation with any and all other entities participating in design and construction activities.

- Complete “as-built” documentation, Operation and Maintenance manuals, Attic Stock, and warranty certificates.
- Start-up, commissioning participation, testing, and engineer/manufacturing acceptance of all systems to include operation training of Owner - Facilities Management.
- Fixed cost general conditions
- Separate District and DB contingency allowances in an amount to be stated in the GMP, to be used per mutual agreement.

Items identified to date that will be expressly excluded from the GMP are as follows:

- Security/Access Control/CCTV/Panic System/Building Lockdown design and install (Design-Builder will be required to coordinate work, building systems integration and install conduits, power and pathways.)
- Communications/Fiber/Data cabling (Design-Builder will be required to coordinate work, building systems integration and install of conduits, raceways, floor boxes and pathways.)
- MDF/IDF equipment (Design-Builder will be required to coordinate work, racking systems, building system integration and install of conduits, raceways, and power.)

PROJECT SCHEDULE OBJECTIVE:

- | | |
|---|---|
| • RFQ issued | August 27, 2026 |
| • Security Clearance Request Deadline | September 4, 2026 |
| • Pre-Submittal Conference | September 16, 2026, at 11:00 AM (Escorted site visit immediately follows Pre-Submittal Conf.) |
| • Deadline for Questions | September 23, 2026, at 5:00 PM |
| • SOQ due | September 30, 2026, at 3:00 PM |
| • Short-list Announced | October 14, 2026 |
| • Interviews and Selection of Design-Build team | Week of October 26, 2026 |
| • Board for Approval | December 2026 |
| • Preconstruction Phase | January 2027 to July 2027 |
| • Construction and Commissioning | August 2027 to June 2028 |
| • Training and Closeout | July 2028 |

BUDGET:

District reserves the right per ARS § 34-603 to award an alternative project with similar purpose at locations TBD. The Parties understand that the construction phase is dependent on establishing a fair and reasonable Guaranteed Maximum Price (“GMP”) within the district’s \$7.63 million total project budget for all work noted above, and if such a GMP cannot be agreed upon, this Agreement may be terminated after the preconstruction phase with no further obligation between the Parties.

MISSION:

The Yuma County Sheriff’s Office’s (YCSO) mission is to maintain the public safety in Yuma County by enforcing all applicable laws; educating youth about responsible conduct; and providing fair and impartial service to all residents of Yuma County. The mission is reflected by the Sheriff’s Office motto of “Dedicated

to Service.”

The Yuma County Sheriff's Office Detention Bureau's mission is to provide for the safety and security of people who are arrested, awaiting trial and people sentenced to the custody of the Sheriff.

A. REQUEST FOR QUALIFICATIONS (“RFQ”) FOR DESIGN-BUILD ENTITIES

Yuma County Board of Supervisors (The “County” or “Board”), through the District's Owner's Representative and County Business Office, issues this Request for Qualifications (“RFQ”) for Design-Build teams for the District's proposed Adult Detention Center Smoke Control Repair & Upgrade project.

Yuma County intends to award a contract to the Design-Build entity (“DB” or “Design Builder”) that is the most qualified and provides the best value to District using the criteria set forth in this RFQ. This is a notice of a procurement process that may result in an award; however, it is not intended to be and should not be construed to be an offer to contract.

This procurement is planned to include the following DB selection and award process:

1. A Selection Committee will review the Statement of Qualifications (“SOQ”) and develop a final list with a minimum of three (3) but no more than five (5) firms based on the “Evaluation Criteria” set forth in this RFQ.
2. The firms appearing on the final list will be invited to participate in an interview with the Selection Committee. During the interview process there shall be no disclosure of any information derived from SOQs submitted by competing submitting firms. The weighted list of criteria for the interview will be provided to the participating firms in advance of the interview date.
3. The numerical scores from the SOQ review and interview will be added together for a total score to be used in the final ranking process.
4. Upon completion of the final rankings District will enter into negotiations for a Design-Build contract (“Contract”) with the highest ranked firm. If an agreement is not reached within a reasonable time District will terminate negotiations and proceed to the next ranked firm and follow the same process until a successful negotiation can be made or terminate the solicitation or take such other action as it deems to be in the District's best interest.
5. Negotiation will conclude with acceptance and approval of a negotiated fixed profit and overhead, fixed general conditions, and of a not to exceed preconstruction services cost.

This is a qualifications-based selection process. Submitting firms shall not include any proposed fees or prices in any SOQ or discussion. Inclusion of fees or prices in a response may result in the rejection of said response.

B. SUBMITTALS OF STATEMENTS OF QUALIFICATIONS (SOQ) (SOQs cannot be faxed or mailed)

Yuma County invites the submittal of a Statement of Qualifications for Design-Build Services for pre-construction and construction for the Adult Detention Center Smoke Control Repair & Upgrade project, CIP #23-200-07b. In order for an SOQ to be considered, it must be submitted in a sealed container, clearly labeled “Statement of Qualifications for Design-Build Services, Yuma County Sheriff's Office Jail District, Adult Detention Center Smoke Control Repair & Upgrade Project, Solicitation #26-200-07b, submitted by [Respondent Name]”. Emailed or faxed submittals will be rejected.

Sealed SOQs will be received by 3:00 P.M. LOCAL TIME, September 30, 2026, at the Yuma County Administration offices located at 197 S. Main Street (lobby), Yuma, AZ 85364. SOQs shall be time and date stamped upon receipt. Time of SOQ arrival will be recorded from the Clerk of the Board's clock. Any SOQs, modifications or withdrawals received by the District after the time and date scheduled for SOQ deadline will not be considered.

A **Pre-Submittal Conference is scheduled for September 16, 2026, at 11:00 A.M.** local time at the Sheriff's Office, 141 S. 3rd Avenue, Yuma, Arizona 85364, Training Room. For individuals unable to attend in person, virtual attendance is offered at the following link:

<https://teams.microsoft.com/meet/279114099378078?p=Xv8zZFhr5XZhyAbSfi>

Meeting ID: 279 114 099 378 078

Passcode: 7gm6Z7Ty

Attendance by interested parties is **strongly encouraged but is not mandatory**. Any interested party will be responsible for conforming with all information distributed at the conference.

Immediately following the pre-submittal conference, the Sheriff's Office will offer an escorted tour of the project site. **Attendance for the site visit will be strictly limited to 2 people per firm or company.** Individuals interested in participating in the site tour **MUST SUBMIT A COMPLETED SECURITY CLEARANCE FORM BY NO LATER THAN SEPTEMBER 4, 2026, DIRECTLY TO Steve.Mendoza@ycso.yumacountyaz.gov, WITH A COPY TO Mario.Rosas@ycso.yumacountyaz.gov.** The Security Clearance form can be found as Attachment F to this RFQ and on the site referenced below. Only those individuals with an approved security clearance will be allowed to participate in the site tour.

SOQs submitted will be made available for public inspection following the award of a contract, except any portion of a SOQ that the Respondent has requested, and the County concurs, shall remain confidential from and after the time of SOQ opening, unless otherwise required by law. This is a notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract. All SOQs are subject to all Terms and Conditions contained in the RFQ Package. The County reserves the right to cancel this request or reject any or all SOQs as a whole or in part if it is advantageous to the County. RFQs and supporting documents may be downloaded from: <https://www.yumacountysheriff.org/news-notices.htm>.

PRIMARY RFQ SUBMITTAL CRITERIA IS AS FOLLOWS:

1. Submit a Statement of Qualifications in a clearly marked sealed container in accordance with instructions included in this RFQ. Furnish the number of copies as instructed in this RFQ. Faxed responses of any kind are not acceptable. Note: one electronic copy of SOQ to be included on a USB drive with submittal of original documents per RFQ.
2. District is not liable for any costs incurred by the Submitting Firms prior to the issuance of an executed contract. District will assume no responsibility for costs incurred in the preparation or submission of responses to this RFQ.
3. Firms responding to this RFQ shall make themselves available for discussions with District's Selection Committee at the time and place as established by County.
4. The contents of the RFQ and Statement of Qualifications of the successful firm will become part of the contractual obligations.
5. Questions and/or concerns regarding this RFQ may be filed in writing with District's Owner's Representative. **All questions shall be submitted no later than ten (10) calendar days prior to the SOQ due date.** Only an interpretation or correction given by District's Owner's Representative in writing shall be binding, and prospective firms are advised that no other source is authorized to give information concerning this RFQ, or to explain or interpret this RFQ and the selection process. No oral interpretation will be given on any part of the RFQ documents. All interpretations and supplemental instructions will be in the form of written Addenda to this RFQ. All Parties must acknowledge receipt of any such addenda in writing by signing and returning the attached acknowledgement document with the SOQ.

6. District personnel are not to be contacted prior to the Board's decision to approve or reject the Selection Committee's recommendation. Specifically, this NO-CONTACT PERIOD will commence on the initial date of the advertisement for the Request for Qualifications and continue through and include the date District makes its determination to approve or reject the Selection Committee's recommendation and award a contract. At District's discretion, failure to comply with this requirement will be grounds for disqualification.
7. Each Submitting Firm is solely responsible for the delivery of its SOQ to the stated location by the time and date specified. All interested parties are strongly warned not to rely upon delivery services and "overnight mail" to make timely deliveries.
8. All SOQs must be submitted in accordance with the requirements of this RFQ and include the forms provided herein by District. All information required in the RFQ must be provided to constitute an acceptable SOQ. SOQs that are incomplete will be rejected.
9. SOQs shall be date and time stamped at time of receipt by District. They shall be accepted up to and no later than the time indicated in this RFQ. Any SOQ delivered after this time will be recorded and retained in the procurement file unopened. Any entity submitting a late SOQ shall be so notified. A Submitting Firm has sole responsibility for delivery on time at the specified place, whether sent or delivered in person. Telephone responses or SOQs sent via facsimile or electronically are not acceptable. At any time prior to the specified response due time and date a designated representative of the firm with written authorization which shall be provided to District at the time of withdrawal may withdraw the submittal. Telegraphic, telephone, facsimile or electronic withdrawals will not be allowed.
10. All SOQs will be made available for public inspection after the award has been made and the Parties have executed a written contract, except to the extent that the Submitting Firm has designated, and District concurs, that certain information remains confidential. If a Submitting Firm believes that a SOQ, specification, or protest contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a written statement advising District of this shall accompany the SOQ, and the INFORMATION IS TO BE IDENTIFIED WHEREVER IT APPEARS. DISTRICT SHALL DETERMINE WHETHER ANY INFORMATION IS OR IS NOT CONFIDENTIAL. SOQ's SUBMITTED REQUESTING THAT THE ENTIRE SOQ BE HELD CONFIDENTIAL MAY BE REJECTED AS NON-RESPONSIVE.
11. The submission of a SOQ will indicate that the Submitting Firm has read all instructions herein, that the Submitting Firm understands the requirements and can supply the services specified.
12. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialed in ink by an authorized representative of the Submitting Firm. All corrections made by the Submitting Firm prior to the opening shall be initiated and dated by the Submitting Firm. No changes or corrections will be allowed after Statements of Qualifications have been opened.
13. All information required by this RFQ except the signature shall be typewritten and legible. SOQs that are illegible or vague in the judgment of District will be rejected. The response shall contain an original signature of an authorized representative of the responding firm; facsimile copies or electronic signatures will not be accepted. SOQs not properly signed will be considered non-responsive. Receipt of solicitation addenda must be acknowledged by signing and returning the attached acknowledgement document with the SOQ.
14. All information, copies of SOQs, and any supporting or other related materials submitted in response to this Request for Qualifications shall become the property of County and will not be returned.

SECTION 2.0 - PROJECT DESCRIPTION

A. PROJECT INTENT / BACKGROUND

The Yuma County Jail District Adult Detention Center has significant challenges to renovating and remodeling the existing building. The smoke control system and other relevant interacting equipment are mostly original 1995 vintage, outside of the fire alarm system replaced recently. The existing equipment within the smoke control system includes, but is not limited to air handling units, smoke exhaust fans, stairwell supply pressurization fans, dampers (fire, smoke, and combination fire & smoke), electrical / emergency systems, and other relevant controls. The smoke control system is intended to operate automatically in response to a fire or smoke event that occurs. Parts and equipment for the smoke control system have become obsolete, unserviceable, and/or non-operational. One of the biggest challenges involves the impact of modifying the HVAC, plumbing, and electrical systems, especially anticipating the building to remain occupied and services to the public continue during modification.

Yuma County is seeking a Design-Build Team to provide pre-construction services (design, constructability reviews, value engineering, sequence of construction planning, cost estimating, etc.), development and negotiation of a Guaranteed Maximum Price (GMP) contract for construction services, and complete construction phase services. The selected Design-Build Team will provide services to complete all phases of design and construction, contingent upon negotiating an acceptable GMP.

The Design Team is required to be Arizona licensed or registered professional architects and engineers to prepare the drawings and specifications for the project. The drawings and specifications shall bear the registration stamp or seal of the registered professionals responsible for their respective discipline(s). The Construction Contractor is required to be licensed to perform the construction scope, and able to provide payment and performance bonds with financial capacity to complete the work and provide all materials, equipment and the like, in the State of Arizona.

District's Owner's Representative will serve as District's technical and administrative representative/main contact for the duration of the Project.

Anticipated Scope of Services

The 2026 system assessment identifies existing systems and their conditions or issues found, with recommendations for smoke control system repair or upgrade. The recommendations are based on NFPA 92 and NFPA 101 standards, repairing the system to original design intent along with necessary recommended NFPA upgrades where feasible, such as the new smoke control system full rated to UL 864 and smoke exhaust fans rated to UL 705. The resulting scope of services is summarized below, and detailed in the assessment report made available with this RFQ.

1. Remove, replace or refurbish (12) air handling units connected to smoke control system.
2. Remove and replace (17) smoke exhaust fans.
3. Remove and replace or repair fire dampers, smoke dampers, and combination fire/smoke dampers in systems connected to smoke control system.
4. Replace the smoke controls system with new controls to meet UL 864.
5. Remove and replace all (7) stairwell pressurization supply fans located all stairwells within the building sections B – G.
6. Repair/ replace door seals and cracks where a positive pressurization level must be kept. Readjust airflows to match existing design flows.
7. Remove, replace or refurbish the other (7) air handling units and (1) make-up air unit not connected to the smoke control system.

8. Remove and replace or repair fire dampers, smoke dampers, and combination fire/smoke dampers in systems not connected to smoke control system.
9. Remove and replace all (35) VAV terminals with reheating coils.
10. Upgrade all electrical components surrounding the units replaced.

Estimated Cost and Schedule

The estimated cost of design and construction for the improvements summarized above is \$7.63M.

The estimated schedule for completion of the project, inclusive of agency reviews and permitting, is 21 months from contract award until final completion and acceptance.

B. REQUIREMENTS OF DESIGN-BUILD SERVICES

A submitting firm must meet the following requirements to be considered:

1. Possess adequate financial resources to perform the nature, scope and size of the proposed Design-Build contract, or the ability to obtain them; submitting firm must be able to demonstrate financial strength appropriate to the scale of the project being managed. This includes adequate bonding capacity, insurance limits and a recent audited financial statement.
2. Conformance with the required performance schedule; A prospective Design-Build team that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless District determines the circumstances were properly beyond the DB's control, or that the contractor has taken appropriate corrective action.
3. Exhibit a satisfactory performance record. DB must provide current contact information for the last three (3) same or similar projects. DB may provide additional relevant references.
4. Possess a satisfactory record of integrity and business ethics; the Design-Build team must provide proof of and maintain all required licenses and registrations throughout the contract period and ensure that any subcontractors maintain such licenses and registrations. Copies of all relevant required licenses and registrations of the Submitting Firm must be included with the Submitting Firm's RFQ package.
5. Exhibit the necessary organization, experience, accounting and operational controls, and technical skills/equipment/facilities, or the ability to obtain them, and Design-Build quality control and assurance measures, and safety programs applicable to the Design-Build project.
6. Provide documentation demonstrating construction bonding capacity (performance and payment) sufficient for the services required within this statement of work. The Grantee shall obtain and verify all bonding information from the prospective contractor(s).
7. Prospective Design-Build teams should be experienced in providing Design-Build services for construction programs in Arizona. Submitting Firm must have experience with Public Safety (or equivalent) facilities. Submitting firm must be experienced in planning, design, construction, special systems, commissioning and operation training and the ability to ensure Project success by actively contributing to the design and construction.
8. A Statement of Qualifications must be submitted to District on or before the time and date and at the place indicated in this RFQ. Statements of Qualifications not received by District on or before the scheduled receipt time as set forth in this RFQ will not be considered.
9. Costs of participating in the selection process, including discussions with District, Selection Committee or District's Owner's Representative, are solely those of the Submitting Firm; District will assume no responsibility for any costs.

10. The Design-Build team must maintain adequate, qualified staff to meet District needs from within an operational office located on the jobsite. After approval of an original project team, District reserves the right to approve any personnel changes; such approval shall not be unreasonably withheld.
11. The Design-Build team must provide proof of commercial general liability, workers' compensation, business automobile liability insurance and builders risk insurance that includes flood and earthquake under one policy per contract requirements. Copies of said insurance shall be provided to District prior to initiating work.

INSURANCE REQUIREMENTS OF DESIGN-BUILD

1. **General Provisions:** Insurance coverage shall be maintained for at least eight (8) years following the date of substantial completion of the project. Should the contractor or any subcontractor maintain insurance policies with broader coverage and limits of liability that exceed the minimum coverage and limits required herein, the broader coverages and higher limits shall apply for the benefit of Yuma County (the County) and shall become the required minimum limits of insurance and coverage in all sections of the Contract. All required insurance policies shall be written by companies that have and maintain a minimum A. M. Best rating of A VII. Policies for Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability shall list Yuma County Jail District, its officers, agents, employees and volunteers as additional insured. The contractor and/or subcontractor shall be responsible for paying all deductibles or self-insured retentions contained in any of the insurance policies.
2. **Certificates of Insurance:** Evidence of all coverage and containing all required endorsements, shall be filed by the contractor with the County at the time the Contract is executed and each year thereafter during which the requirement is in effect. Failure to furnish such evidence may be considered a default by the contractor. The contractor shall provide complete copies of all insurance policies to the County upon request. The contractor shall obtain and thereafter maintain records of the required insurance coverages from all subcontractors beyond the time mandated under Arizona law and said records shall be made available to the County upon request.
3. **Commercial General Liability:** Project specific coverage including operations, products and completed operations, and contractual liability with limits not less than \$3,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products completed operations aggregate for bodily injury, personal injury, and property damage. Aggregate limits shall be applied on a per project basis. Coverage shall not include the following endorsements: Amendment of Contractual Liability; Total Pollution Exclusion; Cross Claims or Cross Suits Liability Exclusion; Explosion, Collapse, and Underground Hazard Exclusion; Subsidence of Soil or Earth Movement Exclusion. Claims made policies are not acceptable for purposes of this paragraph.
4. **Professional Liability:** Project specific insurance including errors and omissions with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate contain a retroactive date no later than the effective date of the Contract and have an extended reporting period of not less than five (5) years after the termination of the Contract. If coverage is obtained and/or maintained on a claims-made basis, the following requirements apply: a) The retroactive date must be shown and must be before the date of the Contract or the beginning of any work or services under the Contract; b) Coverage must be maintained and evidence of coverage must be provided for at least five (5) years after termination of the Contract; and c) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, the contractor must purchase an extended reporting period for a minimum of five (5) years after termination of the Contract.
5. **Builder's Risk:** Project specific insurance providing coverage during all phases of construction and/or renovation work, covering direct physical loss, including, but not limited to, fire, theft, water,

explosion, vandalism, mechanical breakdown, electrical arcing, ordinance, or law, in an amount sufficient to cover the total value of the structure(s), without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineer fees, building permits and any other non-recurring costs as may be appropriate for the contractor. The policy shall include as insureds the contractor, all subcontractors, and the County.

6. **Business Automobile Liability:** Coverage with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired, and non-owned automobiles. Coverage shall include contractual liability and a broadened pollution coverage endorsement.
7. **Workers' Compensation:** Statutory coverage as required by the State of Arizona and including Employers' Liability with limits not less than \$1,000,000 each accident, \$2,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. If the contractor or any subcontractor is using any type of staffing company to lease employees, the contractor must obtain written approval from the County prior to the execution of the Contract. This policy shall include a) A waiver of subrogation endorsement in favor of the additional insureds or a blanket waiver of subrogation endorsement and b) Notice of cancellation to the County providing 30-days prior notice of cancellation or non-renewal excepting only non-payment of premium, which will be a 10-days prior notice.
8. **Pollution Liability:** Project specific coverage with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by the contractor under the Contract, including the transportation of hazardous waste, hazardous materials, or contaminants. This policy shall include: a) The County, its officials, agents, and employees included as additional insureds; b) A waiver of subrogation endorsement in favor of the additional insureds or a blanket waiver of subrogation endorsement; c) A primary, non-contributory endorsement in favor of the additional insureds or a blanket primary, non-contributory endorsement; and d) Written notice of cancellation to the County providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice.
9. **Excess Liability:** Project specific coverage with limits not less than \$3,000,000 excess over the Commercial General Liability, Professional Liability, Business Automobile Liability, and Employer's Liability insurance policies. Limits shall be applied on a per project basis.
10. **Subcontractors Insurance:** The contractor shall require all subcontractors it hires to perform work under the Contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability, and Automobile Insurance in a form and with limits deemed appropriate by the contractor for the work performed under the Contract. All subcontractors shall be required to obtain the following endorsements to their insurance policies:
 - a) Naming the County, its officials, agents, and employees as additional insureds;
 - b) A waiver of subrogation in favor of the additional insureds or a blanket waiver of subrogation endorsement; and
 - c) A primary, non-contributory endorsement in favor of the additional insureds on a blanket primary, non-contributory endorsement.
11. It is not necessary to provide copies of Certificates of Insurance with the SOQ package. However, the Submitting Firm should at a minimum indicate compliance of insurance coverage to be provided, including the company providing coverage.

SECTION 3.0 - PROJECT SERVICES

A. SCOPE OF DESIGN-BUILD SERVICES

District's request for Design-Build services and subsequent selection of the qualified Design-Build Qualifications. The Design-Build services required include the following:

1. Review and evaluate District's program, budget, and schedule.
2. Provide key project personnel that will attend regular design and construction meetings with District's Owner's Representative and Project Manager to review project status, review design development, provide constructability recommendations and update the construction cost estimate and schedule.
3. Consult with District's Owner's Representative and Project Manager regarding site use and improvements, phasing/sequence of the work, materials selection, and selection of all building systems and equipment.
4. Conduct value management, submittal documents for the approval of selected materials and systems, constructability reviews, and cost estimates as appropriate during the design phase.
5. Prepare a Critical Path Method Project Baseline Schedule for District's Owner's Representative review and acceptance. The baseline schedule shall indicate proposed activity sequences and durations, review periods, cost model and GMP development and negotiation periods, permitting, milestone dates for receipt and approval of pertinent information, and Board of Supervisors GMP approval period.
6. Update on a monthly basis the Critical Path Method Project Schedule to reflect progress over the prior month for District's Owner's Representative review and acceptance. As the design proceeds, the Project schedule shall be updated to indicate progress and any changes in the proposed activity sequences, critical activities and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
7. When the Schematic Design is prepared and submitted by the DB team, the DB team will prepare for the review and approval by District's Owner's Representative, a preliminary cost model with supporting data and assumptions that will be submitted with the Schematic Design.
8. When Design Development Documents have been prepared by the DB team, the DB team shall prepare for the review and approval by District's Owner's Representative, a more detailed cost model with supporting data shall also be submitted.
9. During the preparation of Construction Documents, the DB team shall update and refine the construction cost model as necessary. If any estimate submitted exceeds the previously approved estimates, the DB team shall be prepared to make recommendations to District's Owner's Representative to reduce the cost of the Project. In no case will the Project be allowed to exceed the project budget, other than pursuant to Change Orders requested by the District.
10. The Design-Build team shall submit to District's Owner's Representative a schedule for procurement and delivery of long-lead time items that will constitute part of the Work as required meeting the Project schedule.
11. At the Construction Document completion percentage deemed appropriate by the District and agreed to by Design-Build team, the DB team will prepare and submit a Guaranteed Maximum Price Proposal for the Project, which shall include the following elements at a minimum:
 - a) A GMP Price which shall be the sum of the estimated Cost of Work, profit and overhead, general conditions, insurance, bonds, taxes and other costs, specifically identified, relative to the Project. In no case will the total Project cost exceed the Project Budget stated herein.
 - b) A schedule of values in support of the GMP price which shall include labor, equipment, materials

and productivity projection.

- c) A listing of the reports, plans specifications and other document on which the GMP pricing is based.
- d) A listing of any and all assumptions, clarifications, exceptions and/or exclusions made in developing the GMP Price.
- e) The results of all subcontractor and supplier bidding conducted, which shall clearly indicate the bids received and recommended selections and shall include all bidder's backup documentation clearly labeled as selected or not-selected packets.
- f) Justification for any non-competitive subcontractor selections or sole-source materials/equipment procurements.
- g) The baseline Critical Path Method Construction Schedule upon which the GMP pricing was developed, which shall include at a minimum proposed activity sequences and durations, critical activities and inspections, material submittal and delivery periods, and commissioning and training periods.

12. Other pre-construction services may be established by contract and as are inferable therefrom.

If a GMP is agreed to and a contract is established, the successful firm will be responsible for construction including providing all materials, equipment and infrastructure for the Project described in this RFQ. The Design-Build services required for the construction phase will include, but are not limited to the following:

- 1. Enter into an "at risk" contract with District to provide all subcontractors, materials, material suppliers, equipment and equipment suppliers and utilities necessary for the construction and operation of the complete Project.
- 2. Attend weekly construction phase progress meetings.
- 3. Provide continuous on-site DB services throughout the construction, commissioning and final completion phase. The management shall include, but is not limited to:
 - a. Regular job site meetings and minutes.
 - b. Maintain daily on-site project log and schedule report.
 - c. Oversee and maintain quality control, material sampling and testing, and course of construction inspection programs.
 - d. Perform and oversee facility start-up operations and staff training.
 - e. Monitor construction management staff and subcontractor work performance for deficiencies.
 - f. Oversee construction management staff and subcontractor safety programs.
 - g. Maintain master set of construction documents on-site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned. At the conclusion of the Project provide an updated and complete set of as-builts in the form as may reasonably be required by District.
 - h. Care protection and security of the Work and materials.
 - i. Provide warranty services.
- 4. Update and maintain the Project Schedule on a monthly basis to reflect actual progress to date and indicate and changes to the activity sequences and durations, critical activities and inspections, material submittal and delivery periods, and commissioning and training periods.

5. At each weekly progress meeting provide detailed short interval construction schedules reflecting a minimum 3-weeks looking forward and 1 week looking back and including all critical activities and inspections required during the SIS period, an updated submittal schedule and delivery schedule, and shall review with the project team the Submittal log, RFI log, Allowance use log, and PCO log.
6. Submit for approval all submittals required per contract documents and specifications.
7. Report potential budget and schedule variances and prepare recovery plans.
8. Coordinate surveyors, special consultants, and testing lab services contracted by District as required.
9. Administer post construction closeout and warranty collection, start-up and transition to operation.
10. The DB team will be required to work with District's Owner's Representative on the Project to submit pay requests for approval, issue RFI's when necessary and assist District and District's Owner's Representative and as required for the timely completion of the Project.
11. The DB team will be required to work with and coordinate its activities with any third-party utilities, providers contracts or contractors that District provides for this Project.
12. Provide construction program accounting and reporting to District as required. Ensure that the "Open Book" process is fully and transparently implemented to ensure propriety and a prudent use of public funds
13. The Project will be built with an "open book" philosophy. All actual subcontractor materials and other cost information will be made available by the DB team to District and District's Owner's Representative for review during the entire process. The District reserves the right to audit any and all contracts and final costs related to the project.
14. Develop and provide weekly, written status reports and provide to District and District's Owner's Representative.

SECTION 4.0 - RFQ EVALUATION CRITERIA

A. TWO-PART EVALUATION

The RFQ will be evaluated in two parts. The first part of the Design-Build evaluation will be based on the scores for the individual sections of the Statements of Qualification as established herein. Upon conclusion of reviews of Statements of Qualification and resultant scoring by points, the Design-Build entity will be evaluated based on interviews with the Selection Committee.

This RFQ is being issued pursuant to Arizona Applicable Laws, policies and procurements. The County Board of Supervisors intend to make the selection based on Arizona Revised Statute Title 34 Procurement by Competitive Proposals and all other Applicable Laws which are adopted by reference as if fully rewritten herein.

County appointed Selection Committee that will independently read, review and evaluate each SOQ and selections will be made based on the SOQ evaluation criteria listed herein. The Selection Committee will have no less than five and no more than seven members. The firms submitting SOQs shall include responses to the evaluation weighted criteria set forth below, each to be weighted in scoring according to the available points listed.

1. The Selection Committee will review and score all SOQs received within the scheduled time based on the evaluation criteria set forth below.
2. The selection of the short list and order of preference will be based on demonstrated competence and qualifications only.
3. Each member of the Selection Committee shall score each firm on the evaluation criteria. The results will then be discussed by the Committee. The Selection Committee Members shall then record scores for each firm.
4. It is intended that at least three (3) but no more than five (5) firms shall be invited to interview with the Selection Committee. The firms will be scored relative to the interview phase and the scores from the interview phase and the SOQ review phase shall be added together to reach each proposer's final score.
5. County intends to engage the highest ranked Submitting Firm in negotiations concerning Design-Build services.

During the course of the selection process, all prospective Design-Build firms and their agents or representatives are cautioned not to contact Selection Committee members, or District staff or District's Owner's Representative, or attempt to persuade or promote through other channels.

B. RFQ REVIEW AND SCORING CRITERIA

Submitting Firms must provide the following information in the sequence and format prescribed below. Statements of Qualifications (SOQ) that do not comply with these instructions or that do not include the requested data may not be considered. Supplemental materials providing additional information may be attached, but the information specified below is to be provided in the specified format by all firms submitting. Submitting Firms are cautioned that failure to adhere to these instructions is likely to negatively affect the assignment of available points.

The following requirements shall apply to SOQs submitted in response to this RFQ:

1. Submittals shall be plastic comb or spiral bound. **DO NOT** submit three-ring binders.
2. The cover shall be clearly marked to identify the Project and the Submitting Firm.

3. SOQs shall be limited to not more than twenty-five (25) pages including any dividers, but excluding covers, letter of introduction, table of contents, and Attachments C and D. Submissions in excess of twenty-five (25) pages will not be disqualified; however, excess pages will not be evaluated and a lack of clarity, conciseness and brevity in an SOQ is likely to negatively affect the assignment of available points.
4. No supplemental resumes or supporting information may be included.
5. Pages shall be limited to 8 1/2-inch x 11-inch pages printed on one side. Oversize pages will be counted as two pages.
6. EACH FIRM MUST SUBMIT ONE ORIGINAL, CLEARLY MARKED "ORIGINAL", AND SEVEN COPIES AND ONE ELECTRONIC COPY OF THE REQUIRED SUBMITTAL INFORMATION LISTED BELOW.

The Selection Committee will objectively evaluate each Submitting Firm's SOQ in accordance with the criteria listed below and assign any available points as indicated.

1. Letter of Introduction and Interest (0 points assigned)

This letter shall be on company letterhead and include specific reason(s) why the firm would be an appropriate choice for the Project. Confirm the availability of the key personnel identified in the SOQ. Specifically, state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. The SOQ marked as original shall be manually signed in ink by an officer or partner of the responding firm who is authorized to bind Design-Build team to the terms of the proposal.

2. Table of Contents (0 points assigned)

The Table of Contents shall list all SOQ sections as outlined below. *(Please tab the following SOQ sections as indicated below)*

3. General Firm Information (50 points available)

- a. The Design-Build Entity will provide general information about the Design-Build team and must, at a minimum, contain the following:
 1. Complete contact information, including name, title, e-mail address and telephone number for the person authorized to contractually bind the Design-Build team, and the name, title, e-mail address and telephone number of contact person during the proposal evaluation period.
 2. A general description of the Design-Build Entity firm/team that is proposing to provide the pre-construction services and general construction services described herein. Explain the legal organization of the proposed firm or team.
 3. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date submittals are due.
 4. Acknowledgment of receipt of all RFQ addenda, if any. List addendum number and date issued.
 5. A statement of insurability confirming that the Design-Build Entity is able to meet contractual insurance requirements.
 6. Verification the Design-Build Entity holds a current Transaction Privilege Tax License.
 7. If the Design-Build entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the shareholders, partners, or members known at the time of statement of qualification submission who will perform work on the Project.

b. The Design-Build Entity will provide the following additional information about the Design-Build team:

1. List the Arizona professional and contractor licenses and/or certifications held by the firm and/or individuals who will be assigned to this Project. Provide the license numbers and expiration dates, if applicable. The Proposer needs not be licensed, but the person or firm actually performing construction services on behalf of the Proposer must be currently, and have been for at least one year immediately prior, a licensed general contractor in the State of Arizona for the classification of license required for the Project.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in a formal claim being filed with a public entity pursuant to A.R.S. 12-821.01, resulted in a performance bond claim, or has resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
3. Provide a statement from an AM Best, Inc., with a rating of A or better Surety Company of the Company's bonding capacity. *Unless otherwise required by the public records law, this information will be confidential and will not be made part of the public record. This statement shall be included with the SOQ packet as a separate file and does not count against the 25-page limit.*
4. Specifically, state that no objections are taken to the contents of the contract, or specifically identify and explain any item to which an exception is taken. Exceptions taken may render a SOQ non-responsive, and exceptions taken may be considered in scoring the SOQ under relevant scoring criteria.

4. Experience and qualifications of the firm/team (200 points available)

- a. Identify at least three (3) comparable projects for which the firm/team served as Design-Builder of record and/or three comparable projects in which the firm/team served as the Design-Builder, Designer and/or General Contractor (Arizona projects using the CMAR or DB delivery methods are preferred).
- b. For each comparable project identified, provide:
 1. Description of project.
 2. Role of the firm (specify whether CMAR, DB or General Contractor). Identify the percent of self-performed work. Also specify services provided during the preconstruction phase, (cost estimating, scheduling, value engineering, etc.)
 3. Project's original contracted and final construction cost.
 4. Project's original contracted and final construction schedule.
 5. Project Owner.
 6. Reference information (contact people with valid telephone numbers and emails).

5. Experience of key personnel assigned to this Project (200 points available)

- a. Provide an organization chart showing key personnel identified. The chart shall indicate lines of authority and points of contact.
- b. List the names of the key team members who will be providing the services for the Project. Describe the work to be performed by each key team member and detail their specific qualifications, including education and licenses/credentials, and substantive experience directly related to the proposed Design-Build contract.

- c. For each key person identified, list at least two (2) comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm in item 4 above, provide just the project name and role of the key person. For other projects provided:
 - 1. Description of project.
 - 2. Role of the person.
 - 3. Project's original contracted construction cost and final construction cost.
 - 4. Construction dates.
 - 5. Project Owner.
 - 6. Reference information (contact person with valid telephone number and email).
- d. List any proposed subconsultants, including key staff names and the experience and qualifications of these individuals.

6. Project Controls and Information Management (100 points available)

Describe the Design-Build team's systems used for planning, scheduling, estimating and managing construction.

- a. Schedule Control: Describe the system/program to be used to develop and manage the critical path method schedule required for the project. Indicate how monthly progress is reported against the baseline, and methods for addressing time creep, float usage, unanticipated delays in procurement, and assurance of the subcontractor's adherence to schedule shall be highlighted.
- b. Cost Control: Describe the Design-Build team's methods for cost modeling, value management and tracking cost impacts during the preconstruction phase. Include your method of developing the GMP for the Project and how such GMP may be adjusted during design milestone phases. Explain how project savings are handled during project execution and after project completion, as well as how the Design-Build team will identify and manage contingency fund items.
- c. Risk Management: Describe the Design-Build team's process/tool(s) for identifying and mitigating risks to the project's schedule, budget or scope during the preconstruction and construction phases.
- d. Quality Control: Briefly describe your approach to ensuring quality expectations are met for the project.
- e. Document Control: Describe the tools and processes used to maintain comprehensive, accurate and timely project documentation that results in a complete project history upon completion of the work.

7. Project Understanding and Approach (400 points available)

- a. Describe your firm's project management approach and team organization during preconstruction and construction phase services, and how your approach is beneficial to this Project.
 - 1. Identify where various contract services will be performed and how communications will be maintained between your Project team, the Owner, the Owner's Representative, and key stakeholders.
 - 2. Describe your firm's process for managing subcontractors' work.
- b. Describe and demonstrate your firm's/team's comprehension of the goals and objectives of this Project.
- c. Define any assumptions made in formulating criteria for your response.

- d. Discuss the major issues your team has identified on this Project and how you propose to address those issues.
- e. Describe any opportunities your team has identified as potential value-added measures for this Project.

8. Subcontractor Selection Plan (50 points available)

Describe the proposed subcontractor selection plan.

- a. The proposed subcontractor selection plan must provide for the selection of subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.
- b. If any subcontractors will be pre-selected based on qualifications alone and expected to provide design-assist services during preconstruction, describe whether the final pricing for the associated scope package will be negotiated with the design-assist entity or if they will be expected to submit competitive bids for that scope.
- c. Describe the nature of any self-performed work that the Design-Build entity intends to perform and demonstrate how the self-performed work is a cost effective and a prudent use of public funds.
- d. Describe anticipated local outreach efforts the Design-Build entity will employ to maximize the use of Yuma area subcontractors and suppliers.

C. INTERVIEWS

After the Respondents have been evaluated based on their written SOQ submissions, at least three but no more than five respondents with the highest scores will be invited to participate in interviews with the Selection Committee. If fewer than three firms respond to the RFQ, or if one or more firms drops out of the procurement or is disqualified, so that there are fewer than three firms participating in the RFQ, the District may elect to proceed with the procurement with responsive and responsible firms or may elect to terminate the procurement.

The Respondents selected for interviews will be expected to address questions that will be provided to them by the District at time of interview short-list announcement. The Selection Committee will objectively evaluate each Respondent's abilities in accordance with the criteria and questions provided at time of short-list announcement. Final selection will be based upon total point scores from the interviews alone. In the event of a tie, total points from the interviews and SOQ combined will be utilized as a tiebreaker.

OTHER PROVISIONS

A. CERTIFICATION

By submission of the SOQ the Respondent certifies that:

1. The Respondent has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of any contract.
2. The information provided in this SOQ has been arrived at independently, without consultation, communication or agreement with any other firm for the purpose of restricting competition.
3. If awarded a contract, the Respondent will not discriminate against any employee or applicant for employment.
4. The Respondent is duly licensed for the type of work described in this RFQ; and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes and all applicable federal, state

and county regulations, and understands these provisions are to be part of any contract awarded.

B. AWARD

1. Selection will not be based on price. Any award will be made as will best promote the public interest and the needs of the Owner taking into consideration the qualifications of the Respondent; the responsiveness of the SOQ in meeting the requirements and specifications, services to be furnished and their conformity to the specifications; contractual requirements and any additional specific criteria for evaluation included in this RFQ. Only the Owner is in a position to determine its own best interest; therefore, the Owner shall be the sole judge in determining the quality and appropriateness of the services proposed. Their decision shall be final.
2. The Owner reserves the right to make awards at any time within 120 days after the date of the opening, during which period SOQs may not be withdrawn unless authorized by the Owner.

C. MISCELLANEOUS TERMS AND CONDITIONS

1. The Owner does not discriminate in admission or access to or treatment or employment in its programs and activities based on race, color, religion, age, sex, national origin, marital status, handicap, or any other reason prohibited by law.
2. Any interested party may protest a solicitation issued by the Owner, or the proposed award, or the award of an Owner contract. Any protest must be submitted in conformance with Yuma County policies. Any protest must be filed in writing with the Clerk of the Board of Supervisors. Any protest must contain the following information:
 - a. The name, address and telephone number of the protester.
 - b. The signature of the protester or the protester's representative.
 - c. Identification of the solicitation or contract number.
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant document; and
 - e. The form of relief requested.

Protests based upon alleged improprieties in a solicitation that are apparent before the closing time and date for receipt of initial SOQ shall be filed before the time and date for receipt of initial SOQ.

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

3. This is merely a solicitation for qualifications and shall not be construed as an offer to contract or as intent to enter into a contract. There shall be no enforceable contract or intent to contract until such time as it may be expressly stated by the Owner, and all prior conditions are addressed, including, but not limited to, bonding and insurance requirements, and a written contract is fully executed by the parties.
4. The Owner, by written notice, may terminate any contract that may be issued related to this RFQ if it is found by the Owner that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any officer or employee of the Owner with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such

order. In the event the contract is canceled by the Owner pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

5. For any contract that may be issued related to this RFQ no subcontract shall be made by the contractor with any other party for furnishing any of the services herein described and to be contracted for without the advance written approval of the Owner. All subcontracts shall comply with Federal, State, and local laws and regulations that are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. When authorized to subcontract for services, the contractor agrees to utilize written subcontracts and to submit a copy of each to the Owner within thirty days of the effective date of the subcontract.
6. No right or interest in this solicitation and/or any contract that may arise from this solicitation shall be assigned by the Respondent, and no delegation of any duty of the Respondent shall be made, without the prior written consent of the Owner. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. To the fullest extent permitted by law, the Respondent shall defend, indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of or in any way related to, in whole or in part, by reason of any act, omission, professional error, fault, mistake or negligence of the Respondent, its employees, agents, representatives, consultants or subcontractors, or their employees, agents, or representatives in connection with or incidental to the performance of any work relative to this solicitation and/or any contract that may arise from this solicitation. Provided that such Respondent's duty to defend, indemnify and hold harmless the Owner shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by any fault, negligent act, or omission of the Respondent, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of a Respondent, its sub-consultants or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Respondent or its sub-consultants or subcontractors under workers' compensation acts, disability benefit acts or employee benefit acts.
8. The captions and headings in this document are for convenience, enjoyment, and ease of personal use only, and in no way define, limit or describe the scope or intent of the document.
9. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions is delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence, said party is unable to prevent.
10. This process shall be governed by the laws of the State of Arizona, lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona, and venue shall be in Yuma County. Respondent and Owner agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.

11. Any final contract that may arise from this solicitation must comply with all Federal and State laws and regulations and is subject to termination by the Owner. In addition, all agreements are subject to review by the County Attorney, and/or the Arizona Attorney General.
12. The provisions of this RFQ are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application that may remain in effect without the invalid provision or application.
13. If an award is made, and a dispute arises out of or relates to any Agreement, and if the dispute cannot be settled through negotiation, all parties to the Agreement agree to attempt in good faith to resolve the dispute through mediation, prior to initiating litigation or any other dispute resolution procedure. Mediation will be conducted in Yuma, will be self-administered, and will be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obliged to mediate if an indispensable party is unwilling to join the mediation. This mediation provision does not constitute a waiver of the party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.
14. If a person or firm has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the person or firm shall disclose that information in its SOQ. Failure to do so shall result in rejection of the SOQ.
15. The offer of a person or firm that is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
16. The selected Design-Builder may or may not self-perform work and will be responsible for construction means and methods for delivery of the completed work.

SECTION 5.0 - CERTIFICATION

The Authorized Representative on behalf of the Design-Build team must complete and submit this Certification with the Design-Build entities' SOQ.

I, _____ (printed name) hereby declare that I am the _____ (title) of _____ (name of entity) submitting this Statement of Qualifications and all attachments hereto; that I am duly authorized to execute this Certification on behalf of the above-named company; and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification.

In executing this Declaration, I hereby permit the County to contact any Owner, County district, contractor, subcontractor, supplier or any other party that the County deems relevant for purposes of verifying or gathering any information necessary to complete the evaluation of this Statement of Qualifications submittal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was:
Subscribed at Yuma County in City of Yuma, State of Arizona

_____, on _____.
(Signature) (date)

(If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.) All information submitted for prequalification evaluation will be considered official information acquired in confidence and the County will maintain its confidentiality to the extent permitted by law.

ATTACHMENT A
YUMA COUNTY SHERIFF'S OFFICE
NOTICE OF REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES

Yuma County invites the submittal of a Statement of Qualifications for Design-Build Services, including pre-construction and construction services for the Yuma County Sheriff's Office Jail District Adult Detention Center Smoke Control Repair & Upgrade project CIP #23-200-07b. In order for an SOQ to be considered, it must be submitted in a sealed container, clearly labeled "Statement of Qualifications for Yuma County Sheriff's Office Jail District, Adult Detention Center Smoke Control Repair & Upgrade Project, Solicitation #23-200-07b, submitted by [Respondent Name]".

Sealed SOQs will be received until 3:00 P.M. LOCAL TIME, September 30, 2026, at the Yuma County Administration offices located at 197 S. Main Street (lobby), Yuma, AZ. SOQs shall be time and date stamped upon receipt. Time of SOQ arrival will be recorded from the Clerk of the Board's clock. Any SOQs, modifications or withdrawals received by the District after the time and date scheduled for SOQ deadline will not be considered.

A Pre-Submittal Conference is scheduled for September 16, 2026, at 11:00 A.M. Arizona Time at the Sheriff's Office, 141 S. 3rd Avenue, Yuma, Arizona 85364, Training Room. For individuals unable to attend in person, virtual attendance is offered. Attendance by interested parties is **strongly encouraged but is not mandatory**. Any interested party will be responsible for conforming with all information distributed at the conference.

Immediately following the pre-submittal conference, the Sheriff's Office will offer an escorted tour of the project site. **Attendance for the site visit will be strictly limited to 2 people per firm or company.** Individuals interested in participating in the site tour **MUST SUBMIT A COMPLETED SECURITY CLEARANCE FORM BY NO LATER THAN SEPTEMBER 4, 2026, DIRECTLY TO Steve.Mendoza@ycso.yumacountyaz.gov, WITH A COPY TO Mario.Rosas@ycso.yumacountyaz.gov.** The Security Clearance form can be found as Attachment F to this RFQ and on the site referenced below. Only those individuals with an approved security clearance will be allowed to participate in the site tour.

SOQs submitted will be made available for public inspection following the award of a contract, except any portion of a SOQ that the Respondent has requested, and the County concurs, shall remain confidential from and after the time of SOQ opening, unless otherwise required by law. This is a notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract. All SOQs are subject to all Terms and Conditions contained in the RFQ Package. The County reserves the right to cancel this request or reject any or all SOQs in whole or in part if it is advantageous to the County. RFQs and supporting documents may be downloaded from: <https://www.yumacountysheriff.org/news-notices.htm>

ATTACHMENT B

PROPOSED ACTIVITIES SCHEDULE

Following is the sequence of events and anticipated schedule for this process. This schedule is subject to change at the discretion of the Owner.

Scheduled Activity**Date**

- RFQ issued August 27, 2026
- Security Clearance Request Deadline September 4, 2026
- Pre-Submittal Conference September 16, 2026, at 11:00 AM (Escorted site visit immediately follows Pre-Submittal Conf.)
- Deadline for Questions September 23, 2026, at 5:00 PM
- SOQ due September 30, 2026, at 3:00 PM
- Short-list Announced October 14, 2026
- Interviews and Selection of Design-Build team Week of October 26, 2026
- Board for Approval December 2026
- Preconstruction Phase January 2027 to July 2027
- Construction and Commissioning August 2027 to June 2028
- Training and Closeout July 2028

ATTACHMENT C
(this form to be included in the SOQ)

**YUMA COUNTY
SHERIFF'S OFFICE JAIL DISTRICT PROJECT
DESIGN-BUILD CONSTRUCTION SERVICES RFQ**

State of Arizona

County of _____

_____, affiant, the
_____ of
(TITLE)

(NAME OF COMPANY)

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

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

(TITLE)

Subscribed and sworn to before me this
_____ Day of _____, 2026.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, 20____)

ATTACHMENT D

(this form to be included in the SOQ)

**ADDENDUM RECEIPT ACKNOWLEDGEMENT FORM
SHERIFF'S OFFICE JAIL DISTRICT PROJECT
DESIGN-BUILD CONSTRUCTION SERVICES RFQ**

_____, a Design-Build Construction Services Respondent interested in being selected to perform the services contract described in the RFQ for the Yuma County Sheriff's Office Jail District Adult Detention Center Smoke Control Repair & Upgrade project affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Statement of Qualifications.

By:

Printed name:

Title:

Date:

Addenda received:

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

(List others if needed in the same format.)

ATTACHMENT E(this form NOT to be included in the SOQ)**RFQ RECEIPT ACKNOWLEDGEMENT FORM
DESIGN-BUILD CONSTRUCTION SERVICES RFQ
YUMA COUNTY SHERIFF'S OFFICE JAIL DISTRICT PROJECT**

In order to receive notification regarding addenda (if any are issued), submit this form to Yuma County Sheriff's Department Owner's Representative R. Anthony Araza at aaraza@cei-az.com prior to the question submittal deadline

_____ may have interest in being selected for the services described in the above noted RFQ, and requests notification in the event that any addenda or other notices are published.

By: _____

Printed name: _____

Title: _____

Date: _____

Fax: _____

ATTACHMENT F
(this form NOT to be included in the SOQ)

SECURITY CLEARANCE REQUEST FORM

Anyone entering or on the property is required to fill out a Security Clearance Request form and to also include a readable and legible copy of your driver's license.

A copy of the form can be found on the following page, original fillable form provided separately.



Leon N. Wilmot
Sheriff of Yuma County

Yuma County Sheriff's Office

141 S. 3rd Avenue, Yuma, AZ 85364
Tel: (928) 783-4427 • Fax: (928) 539-7837
www.yumacountysheriff.org

Security Clearance Request Form

APPLICANT INFORMATION						
LAST NAME		FIRST NAME		MIDDLE NAME		
PHYSICAL ADDRESS		CITY		STATE	ZIP CODE	
HOME PHONE NO.		WORK PHONE NO.		CELL PHONE NO.		
SOCIAL SECURITY NO.	DATE OF BIRTH	DRIVERS LICENSE NO.	STATE		EXPIRATION DATE	
RESIDENT ALIEN NO. (if applicable)	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR
PURPOSE FOR REQUEST						
INDICATE PURPOSE FOR SECURITY CLEARANCE REQUEST						
IF REQUESTING SHERIFF'S OFFICE ACCESS, LIST ALL AREAS THAT ACCESS IS NEEDED						
AGENCY/VENDOR NAME			TITLE			

NOTE: ALL VENDOR SECURITY CLEARANCES EXPIRE AT THE END OF EACH CALENDAR YEAR.
Attach copy of Social Security Card, Drivers License, Resident Alien Card,
Agency ID card and Certification Card, if applicable.

FOR DEPARTMENT USE ONLY	
Reason for Clearance: Volunteer ☐ SAR ☐ Reserve Deputy ☐ Posse ☐ Medical ☐ County Maintenance ☐ Federal Cross Certification ☐ Other: _____	
Criminal History Inquiry completed by: _____ Date: _____ MVD: _____ AHSR: _____ AHQH: _____ ACWL: _____ YCSO Records Check: _____ Attach Criminal History documentation C = Clear H = Hit	
Clearance Level: Visitor pass required with escort ☐ ID Card required with escort ☐ ID Card required without escort ☐ Bureau Administration Approval: Yes ☐ No ☐ Bureau Administration Signature: _____ Date: _____ Human Resources received by: _____ Date: _____ ID No. _____ HR ID ☐ Programs ID ☐ LERMS: _____ ID Received by: _____ Date: _____ ID Returned by: _____ Date: _____	