



2600 W. Alisa Lane, Lakeside, AZ 85929
(928) 368-5370 Fax (928)368-6039

What the District is looking for:

The District is requesting Statements of Qualifications (SOQ) from qualified underground contractors for on-call construction services relating to installing or replacing sewer pipe and related equipment. The contractor(s) will provide a variety of on-call services to the District as determined by the annual budget. The on-call contract will be for three (3) years with the possibility of two renewals for one (1) year each upon approval from the Board of Directors. The price for each individual work order shall not exceed \$1,000,000, including any change orders. The District may select more than one contractor to provide these services.

At this time the District has no specific projects budgeted for the 2025 fiscal year. We also provide no guarantee that any projects will become available. However, as projects are submitted or priorities change, the District may need the services of hired contractors with expertise in the following:

- construction of gravity sewer
- construction of force main sewers
- construction of lift station
- rehabilitation of sewer collections systems

Scope of Service:

1. Provide underground construction services bases on District's Standards.
2. Provide recommendations as to best methods or practices for installation for necessary modifications or deviations from designed plans.
3. Perform all work in a safe manner protecting workers, and customer and others involved with the construct project(s).

The contractor(s) must demonstrate competence and qualifications related to the services performed including:

- Extensive experience in working with similar size and types of construction projects.
- Successful collaborative work with regulatory agencies, special interest groups and contract holder.
- Willingness and ability to respond timely to unexpected as well as regularly scheduled requests for services with minimal delay.

Through this selection process, the District is interested in having input from a professional organization that the District can utilize to provide timely construction services to improve or expand the collections system.



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INFORMATION AND INSTRUCTIONS TO APPLICANTS

RFQ #: 2025

**RFQ TITLE: ON-CALL UNDERGROUND CONSTRUCTION SERVICES FOR PINETOP LAKESIDE
SANITARY DISTRICT**

The Pinetop Lakeside Sanitary District (the “District” or “PLSD” as the context may require) hereby solicits Statements of Qualifications (SOQ) from qualified individuals or firms to provide underground construction services for new and existing sewer systems.

SECTION 1. CONSTRUCTION SERVICES DESCRIPTION:

Services include: providing underground construction services to extend or rehabilitate the collections system within the District.

The base term is three (3) years. At its sole discretion, the District (through its Governing Board) may extend any awarded contract for up to two (2) additional terms of one (1) year each. Any selection will be conditional upon satisfactory negotiation of a contract. The price for each individual work order shall not exceed \$1,000,000, including any change orders. The terms of the final contract must be acceptable to the District.

SECTION 2. CRITERIA AND CONTENTS:

Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process. Each SOQ must include:

A. Cover Letter (1-page): referencing this RFQ # 2025, signed by an authorized individual of the firm containing at a minimum:

1. Company name, contact name, address, fax number, and email address
2. Acknowledge receipt of all addenda

B. Table of Contents

C. Qualifications Criteria:

1. **General Information** (5 points)

- a. Description of firm/team.
- b. Firm/team legal organization; organization chart with names.
- c. List of applicable Arizona licenses.
- d. Contact information.
- e. Business locations.
- f. Locations of the primary office and individuals responsible for providing the requested services and/or responding to questions.

2. **Relevant Firm Experience** (45 points)

- a. Applicant's overall reputation, service capabilities and anticipated quality as it relates to this service.
- b. List and briefly describe 3-5 comparable examples of construction services provided by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each example, include: length of the service contract, dates of the contract, contract value and construction value (original value plus contract amendments, if applicable), contracted owner, location, and contact name and title, address, current/accurate telephone number, fax number, and email address (if available). As part of the selection process, the District may contact your firm's references.
- c. A minimum of three referrals and references from other owners who employed similar services from your firm. If possible references should be from the examples listed above in 2.b.
- d. List and describe any litigation; arbitration; claims filed by your firm against any contracted owner as a result of a contract dispute; any claim filed against your firm; a termination from a service agreement.
- e. Applicant's understanding of the requirements and ability to proceed without delay if selected for this work.

3. **Team Experience & Qualifications** (30 points)

- a. Describe each key team member's firm position; provide resumes of each proposed key team member.
- b. Briefly describe each team member's role in providing similar services.
- c. Provide "team" experience working together on similar services.
- d. Identify proposed subconsultants/subcontractors, and your method of subconsultant/subcontractor selection, if applicable. Include in your SOQ a proposed subconsultant/subcontractor selection plan or process used for selection.
- e. Understanding of the various bid construction methods permitted under state law, and the implication of using federal, state, private or internal funding methods for projects.

4. **Approach to Project Management** (20 points)

- a. Describe your approach to amendment/change orders.
- b. Describe your planning, scheduling, and estimating tools.
- c. Describe your quality control plan and dispute resolution process.

5. **Other Factors** (5 points)

- a. Current workload and ability to proceed promptly.
- b. Willingness to abide by PLSD's standard form of contract with few or no objections or changes, or at PLSD's option, integrate PLSD's general terms and conditions into a form of agreement provided by Applicant.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Relevant factors impacting the quality and value of work.
- e. Ability to meet insurance requirements or bonding requests (if any).

D. Attachments:

- 1. Attachment 1: "Authorization for Release of Performance Information and Waiver" form shall be completed, signed and included in the SOQ.
- 2. Attachment 2: "Certificate of Insurability" form shall be completed, signed and included in the SOQ. Within ten days of execution of a contract with PLSD, the successful Applicant shall furnish proof of insurance in the amounts listed in the forms of Contract.
- 3. Resumes for proposed key team members, 2-page maximum for each resume.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE APPLICANT MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN SHALL CAUSE SUCH INCOMPLETE STATEMENT OF QUALIFICATIONS TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

SECTION 3. SUBMITTAL INSTRUCTIONS:

- A. SOQs must be submitted in a sealed envelope with the RFQ title/number and the Applicant's name and address clearly indicated on the envelope.
- B. Four (4) copies of the SOQs, must be submitted to the Business Office at 2600 W. Alisa Lane, Lakeside, Arizona 85929 on or before:

Submission Time: 1:00 p.m. (local Arizona time)

Submission Date: May 6, 2025

LATE STATEMENTS OF QUALIFICATIONS MAY NOT BE ACCEPTED.

SECTION 4. RFQ ACQUISITION AND SCHEDULE

- A. Download this RFQ and related contract from the District's www.plsd.com and click on Open Bids. For a printed RFQ, contact the Business Office at (928) 368-5370 ext. 101. RFQs are available free of charge for the first set per Applicant; additional packages may be purchased for the cost of printing.
- B. The Statement of Qualifications must be received by Pinetop Lakeside Sanitary District, 2600 W. Alisa Lane, Lakeside, Arizona 85929, on or before:

Submission Time: 1:00 p.m. (local Arizona time)

Submission Date: May 6, 2025

LATE STATEMENTS OF QUALIFICATIONS MAY NOT BE ACCEPTED.

- C. All questions regarding this RFQ must be submitted by email to Neil Cromwell at neil@plsd.com or by phone at 928.368.5370 ext. 101. Oral statements or instructions made by staff, officials or consultants shall not constitute an amendment to this RFQ; any such amendment must be in writing and issued to all registered parties.
- D. The following tentative schedule has been prepared for this RFQ. Firms interested in providing services must be available on the interview and scoping meeting dates.

SOQs due:	May 6, 2025
Review of SOQs and selection of finalists:	May 13, 2025
Interviews with selected finalists:	May 20 2025
Selection and contract negotiation with finalist:	May 27, 2025
Board discussion, approval and award of contract:	June 12, 2025

SECTION 5. SELECTION PROCESS

- A. The District shall appoint a selection committee to evaluate each Applicant based strictly on qualifications. Using the criteria and weighting listed above, and in order of preference, the Selection Committee will rank the Applicants. There will be a single final list of at least 3 but not more than 5 firms.
- B. The District may contact and interview references provided by each Applicant.
- C. The Selection Committee may then make a selection solely based on its collective evaluations of the Applicants' SOQs.
- D. The Selection Committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process
- E. The Selection Committee may conduct interviews regarding the SOQs with the shortlisted top-ranked Applicants. If interviews will be conducted, then interview invitation letters shall be sent to the shortlisted top-ranked Applicants with specific interview location, anticipated

interview format, and interview criteria. Applicants may present using any media format they choose, but the District will provide no material or technical support. Applicants must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the Selection Committee for consideration. At the Applicant's request, materials shall be returned after the selection.

- F. The District may enter into negotiations with the highest ranked Applicant to finalize a contract for the services referred to above. Any contract entered into with an Applicant shall include, at a minimum, the General Terms and Conditions in Section 6(H) below. If a contract cannot be successfully negotiated with the highest ranked Applicant, then negotiations shall be terminated with that Applicant and the District may enter negotiations with the next highest ranked Applicant until an agreement is reached, an impasse is declared, or each Applicant has been eliminated by the District.
- G. A selection/ranking result notification letter will be sent to all Applicants following a selection and/or interview list determination.
- H. Applicants are evaluated on any combination of the following elements: 1) Statements of Qualifications (SOQs) submitted in response to this RFQ; 2) Reference verification; 3) Interview performance (if conducted); and 4) any information from any source about the Applicant, whether included in the SOQ or not.

SECTION 6. GENERAL TERMS & CONDITIONS:

A. The minimum qualifications for this Services Contract are:

- 1. Able to meet the District's insurance requirements.
- 2. Possess a current Sales Tax License, when applicable.
- 3. Demonstrated experience with wastewater treatment systems.
- 4. Current and relevant State of Arizona engineering licenses.

Applicants not meeting these minimum requirements will not be evaluated nor considered.

B. The District reserves the right to:

- 1. Reject any or all SOQs, or portions thereof;
- 2. Waive any material defect, informality, or irregularity in any SOQs received;
- 3. Cancel the RFQ, in part or its entirety;
- 4. Reissue the RFQ with or without modification;
- 5. Be the sole judge of the merits of the respective SOQs received.

C. **DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS (IF ANY) AND/OR ANY DISTRICT EMPLOYEE, OTHER THAN THE DISTRICT MANAGER (OR THE MANAGER'S DESIGNEE), CONCERNING THIS RFQ, AT ANY TIME IS STRICTLY PROHIBITED.**

D. Any and all protests relating to this RFQ shall be handled in accordance with A.R.S. § 34-603(J).

E. At any time prior to the specified offer due date and time, an Applicant may withdraw the offer. Withdrawals will not be accepted by facsimile or email.

- F. The District reserves the right to disqualify any Applicant on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the District. This disqualification is at the sole discretion of the District. Any Applicant submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the District Governing Board or any court.
- G. It is the general intent of the District to make the information set further in any SOQ submitted by an applicant available to the District Manager, any committee appointed by the District Manager for purposes of evaluation, the Governing Board of the District, legal counsel, and others on a "need to know" basis. However, any applicant submitting an SOQ consents to the distribution of any information submitted, and agrees that the District shall not be responsible for the protection of any confidential or proprietary information contained therein. The District provides no assurance of confidentiality of admission material submitted in any SOQ, and any applicant so submitting consents to the distribution of any materials provided, whether inadvertent or otherwise.
- H. Any contract entered into with an Applicant shall include, at a minimum, the following terms:
1. Termination: The District may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
 2. Termination for Convenience: The District reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Applicant shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Applicant under the Agreement shall become the property of and be delivered to the District upon demand. The Applicant shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
 3. Compliance with the Law: In the performance of this Agreement, the Applicant shall comply with all applicable laws, ordinances, regulations, and codes of Federal, State, and local governments.
 4. Non-Discrimination: Applicant warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Applicant shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.
 5. Legal Arizona Workers Act Compliance: Applicant is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement,

comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Applicant further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The District retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

6. Certification Anti-Israeli Provision: To the extent applicable, the Applicant certifies that it does not currently, and agrees for the duration of the Agreement that it will not, engage in a boycott of goods or services from Israel. The Applicant further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Applicant (if any) are currently engaged in a boycott of Israel.

“Boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C, § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

7. Certification Forced Labor of Ethnic Uyghurs: Applicant certifies that it does not currently, and agrees for the duration of the Agreement that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Applicant becomes aware during the term of the Agreement that it is not in compliance with this certification, Applicant shall notify the District within five days of becoming aware of the noncompliance. If Applicant does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the Agreement shall terminate.
8. Lawful Presence in the United States. Pursuant to A.R.S. §§ 1-501 and 1-502, the District is prohibited from awarding a contract to any “natural person” who cannot establish that such person is lawfully present in the United States. To establish lawful presence, if the Applicant is a person, Applicant will agree to produce qualifying identification and sign a District-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

9. Non-appropriation: This Agreement shall be subject to available funding for the District, and nothing in this Agreement shall bind the District to payment for damages in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
10. Third Party Antitrust Violations: Applicant assigns to the District any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Applicant toward fulfillment of this Agreement.
11. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
12. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
13. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
14. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
15. Arbitration: To the extent permitted by A.R.S. §§12-1518 and 12-133, in the same manner as provided therein, the parties agree to resolve any dispute arising out of this Agreement by arbitration.
16. Americans With Disabilities Act: Applicant shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.
17. Insurance: The Applicant shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance not less than:
 - a. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. If requested, the District is to be named as an additional insured for all operations performed within the scope of the Agreement between the District and Applicant;
 - b. Commercial or Business automobile liability coverage for owner, non-owned and hire vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 - c. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
 - d. If required by law, worker's compensation coverage including employee's liability coverage.

Applicant shall provide District with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the District of cancellation, non-renewal or material change.

18. Independent Contractor: It is expressly understood that the relationship of Applicant to the District will be that of an independent contractor. Applicant shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premiums appurtenant thereto concerning such persons provided by the Applicant in the performance of the contract, and Applicant shall save and hold the District harmless with respect thereto.
19. Assignment: This Agreement may not be assigned either in whole or in part without first receiving the District's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the District will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Applicant from any of its obligations and liabilities under the Agreement.
20. Indemnification/Liability: To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold the District, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Applicant personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Applicant or Applicant personnel; and (iii) Applicant or Applicant personnel's failure to comply with or fulfill the obligations established by this Agreement.

Applicant will update the District during the course of the litigation to timely notify the District of any issues that may involve the independent negligence of the District that is not covered by this indemnification.

The District assumes no liability for actions of Applicant and will not indemnify or hold Applicant or any third-party harmless for claims based on this Agreement or use of Applicant -provided supplies or services.

21. Proprietary Rights Indemnification: Without limiting the foregoing, Applicant will, without limitation, at its expense defend the District against all claims asserted by any person that anything provided by Applicant infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the District in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the District's use or operation of the items provided by Applicant hereunder or any part thereof by reason of any alleged infringement, Applicant will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the District the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the District an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5)

years, plus any additional costs the District may incur to acquire substitute supplies or services.

If you have any questions regarding this solicitation, you may contact Neil Cromwell via email at neil@plsd.com.

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed professional services, to disclose and release to PLSD (the District), or their representatives, information, records and opinions concerning this company's professional services performance. The purpose of this disclosure is to provide references to the District. _____ hereby waives any claim it may have against the District or any company or entity providing information to the District by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one year.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: _____

Company Name

By: _____
Applicant's Agent

ATTACHMENT 2

CERTIFICATE OF INSURABILITY

I hereby certify that as an Applicant to Pinetop Lakeside Sanitary District for Services Contract, I am fully aware of Insurance Requirements contained in the Contract and by the submission of this Statement of Qualifications, I hereby assure the District that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by the District, and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that the Contract shall be voided and I may not be considered for future service contract opportunities for the District.

Dated: _____

Company Name

By: _____
Applicant's Agent