



# **Gila River Indian Community Utility Authority**

## ***Request for Statement of Qualifications To Provide Geotechnical Services***

Issue Date: February 19, 2021

Due Date: March 19, 2021

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Office: 520.796.0600 · Fax: 520.796.0672  
E-Mail: [GRICUA@gricua.net](mailto:GRICUA@gricua.net)  
Website: [www.gricua.net](http://www.gricua.net)

# **1. General**

## **1.1. Purpose of Request for Qualifications (RFQ)**

The Gila River Indian Community Utility Authority (GRICUA) is seeking Statement of Qualifications (SOQ) for a 5-year contract for Geotechnical Services.

## **1.2. Overview**

GRICUA is seeking to retain the services of a Geotechnical Contractor to perform services including, but not limited to, those described in Section 4.5 Scope of Work.

## **1.3. Background**

The Gila River Indian Community Utility Authority (GRICUA) is an entity of the Gila River Indian Community (Community) and provides electricity to a majority of electric customers within the Gila River Indian Community Reservation (Reservation). The Reservation is located approximately 7 miles south of downtown Phoenix in the Maricopa and Pinal Counties. The Reservation encompasses approximately 373,000 acres of which approximately 146,300 acres are used for agricultural purposes. GRICUA has 5 Board of Directors and 29 employees.

## **1.4. Key Dates**

<b>RFQ Process</b>	<b>Date (Subject to Change)</b>
RFQ Issued	February 19, 2021
Deadline for Inquiries	February 26, 2021
Clarifications & Interpretations (Issued by GRICUA)	3:00 PM March 5, 2021
RFQ Due	3:00 PM March 19, 2021
Selection of Geotechnical Services Contractor	3:00 PM March 30, 2021

# **2. Responses to Request for Statement of Qualifications**

RFQs are due March 19, 2021 by 3:00 PM PST. The procedure for submittal of questions is provided in Section 3. General Terms & Conditions. Information about the required proposal content is provided in Sections 4 and 5.

### **3. General Terms and Conditions**

#### **3.1. Issuing Office**

The Gila River Indian Community Utility Authority (GRICUA) is issuing this RFQ.

#### **3.2. Cancellation and Modification**

GRICUA reserves the right to cancel or modify this RFQ as needed. Modifications to the RFQ will be posted on GRICUA's website, [www.gricua.net](http://www.gricua.net), and attempts will be made to notify all interested parties of the modifications.

#### **3.3. Inquiries**

All formal inquiries or requests for significant or material clarification, interpretation, errors or omissions relating to this RFQ must be directed, in writing, email or by facsimile, to Landrea Larney:

Landrea Larney  
Administrative Assistant  
Email: [llarney@gricua.net](mailto:llarney@gricua.net)  
Fax: 520-796-0672

All formal inquiries must be submitted by 3:00 PM on the 26th of February, 2021 as specified in Section 1.4. Failure to submit inquiries by this deadline will result in the inquiry not being answered.

Note that GRICUA **will not** answer informal questions orally. Oral statements or instructions shall not constitute an amendment to the RFQ. Proposers shall not rely on any verbal responses from GRICUA. Formal questions about any part of this RFQ, which could result in a material issue or a formal amendment to this RFQ, must be submitted in writing, email or by facsimile.

Inquiries or requests for information shall not be made to other GRICUA staff. Any attempt on the part of any Respondent or any of its employees, agents or representatives to contact anyone other than the party listed above regarding this RFQ, will lead to disqualification. Respondents are strongly encouraged to identify concerns, issues, or questions that should be considered by GRICUA and delivered to GRICUA as noted above.

Normal business hours at the Gila River Indian Community Utility Authority are 7:30 AM to 4:00 PM, Monday through Friday.

### **3.5. Due Date**

Proposals are due March 19, 2021, by 3:00 PM PST. Proposals shall be submitted by email to Landrea Larney. Supplemental hard copies are optional. Information pertaining to each submittal option is listed below.

#### **Email**

[llarney@gricua.net](mailto:llarney@gricua.net)

#### **Mail**

GRICUA  
Attn: Landrea Larney  
6636 W. Sundust Rd., Box 5091  
Chandler, AZ 85226-4211

### **3.6. Proposer's Costs**

*The cost of developing the SOQ is each respondent's responsibility.*

### **3.7. Uniform Guidance Compliance**

Responder must indicate that it is in compliance with Title 2 CFR 200.318 through 200.326 of the Uniform Guidance, as amended, not currently disbarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities when participating in GRICUA's RFQ processes.

Respondents found to have been disbarred, suspended or otherwise excluded will be dropped from consideration in the RFQ process, and any contracts that have been awarded shall be terminated immediately.

## **4. Qualifications**

The intent of this RFQ is to enable GRICUA to evaluate experience, qualifications, and capabilities of contractors for Geotechnical Services. GRICUA expects Proposals submitted in response to this RFQ to provide enough information about the requested items so as to allow GRICUA to evaluate and competitively rank and shortlist the Respondents based on the criteria set forth herein.

Respondents are to submit a written narrative corresponding to each of the items below:

#### **4.1. Company Profile**

- Brief Description of Company Background
- Number of years in business

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- Office location
- Demonstrated company financial stability
- Number of Employees
- Staff Background
  - Relevant Experience
  - Years in Industry
  - Crew Roles
  - Other

#### **4.2. Geotechnical Services Experience**

The Respondent must provide a minimum of three (3) references for similar type of projects that GRICUA may contact. The References should include the following:

- Project Description
- Company Name
- Contact Name (Note that the contact should have decision-making responsibility for the referenced project)
- Relationship to Project
- Contact Telephone Number
- Contact Email Address
- Project Cost (Provide both large and small project experience)

#### **4.3. Geotechnical Service Rates**

- a) Geotechnical Services Rates
- b) Equipment Rates (If Applicable)

#### **4.4. Description of Capabilities and Process for Providing Geotechnical Services**

- a) Internal Project Management approach
- b) Geotechnical Engineering Services
  - a. Capability to meet project deliverables in house
  - b. Estimated current backlog of work (estimated capable start date)
- c) Ability to adhere to standard industry safety practices in addition to compliance with Federal and GRIC OSHA regulations

#### **4.5. Scope of Work**

Scope of Work (SOW) includes, but is not limited to, the types of projects GRICUA expects during the term of contract.

- a) Developing Geotechnical engineering specifications as directed by GRICUA

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- b) Providing satisfactory Geotechnical engineering specifications in easily transmissible formats

## **5. Deliverables**

The deliverables shall include a written electronic report, SOQ fulfilling the required descriptions, capabilities, and recommendations set forth in Sections 3 & 4.

## **6. Response Contents**

1. Title Page
2. Cover Letter Indicating Understanding of GRICUA's Objectives and Description of Capabilities
3. Table of Contents
4. Description of Firm
5. Company Profile
6. Geotechnical Services Experience
7. Past Projects
8. References
9. Experience in Native American Communities with Comparable Projects
10. Project Management Approach and Recommendations
11. Rates
12. Ability to meet potential project Scope of Work

## **7. Native American Preference**

### STATEMENT OF NATIVE AMERICAN PREFERENCE

In accordance with Gila River Indian Community procurement policy, Native American Preference will be given to Native American owned firms and or enterprises. In the selection criteria and ranking of the proposals, an additional 5 points will be given to Proposals that meet Native American criteria. The proposal is subject to the following provision:

- Any Proposal claiming Native American Preference in Contracting must give evidence to support its claim. A Native American owned economic enterprise is defined as any Native American owned commercial, industrial, or business activity established or organized for the purpose of profit, provided such Native American ownership and control shall constitute not less than 51 percent of the enterprise.

## 8. Selection Process

Your Response will be evaluated as follows:

GRICUA will evaluate each Firm's response to the RFQ in accordance with evaluation criteria, which will result in the ranking of all firms. Evaluation criteria shall include:

- I. Experience and Ability (30) Points
  - a. Demonstrate ability to complete tasks outlined in Sections 4.4 & 4.5.
  - b. Demonstrate substantial knowledge and experience in all aspects of the development of this project.
  - c. Experience and familiarity of the proposed staff with the unique challenges of Native American Communities. Emphasis will be placed on current experience with projects within or with Native American Communities, and agencies of the Federal Government, including the Bureau of Indian Affairs, Corps of Engineers, and others may be appropriate.
- II. Past Performance (20) Points
  - a. Description of projects completed for references as outlined in Section 4.2.
- III. Staffing and Rates (20) Points
  - a. Organization structure and size of staff as outlines in Sections 4.2 & 4.3.
  - b. Identify team assigned to project as outlined in Sections 4.2 & 4.3.
  - c. Hourly Rates as outlined in Section 4.3.
- IV. Approach to Project Management (15) Points
  - a. Describe the methodologies and recommendations for the development of these types of projects.
- V. Location (10) Points
  - a. Percent of work performed within Arizona and with Native American Communities.
  - b. Staff & Labor availability located within Arizona.
  - c. Authority to conduct business in Arizona and insurability.

- a. Firms meeting Native American Preference criteria as outlined in Section 7.

**Upon selection of the most qualified Respondent on the basis of demonstrated competence and qualifications for the type of professional services required, GRICUA will negotiate a price, which it determines is fair and reasonable. If GRICUA is unable to negotiate a satisfactory contract with the Respondent selected, negotiations with that Respondent will terminate and GRICUA may select another Respondent.**

## **9. Notification**

All respondents will be notified of the results of the evaluation by electronic mail addressed to the respondent (contract entity) as noted in the contact information provided to us within the SOQ.

## **10. Insurance Requirements**

Respondent shall maintain the amounts and types of insurance described below. The cost of these policies shall be included as part of the cost of the Basic Services. Any of the capitalized terms used herein shall have the same meanings as set forth in the Agreement to which these insurance requirements are attached.

- A. Commercial General Liability Insurance with limits of liability not less than:  
\$2,000,000 Aggregate,  
\$1,000,000 Personal and Advertising Injury, and  
\$1,000,000 Each Occurrence.
- B. Automobile Liability Insurance for all motor vehicles operated by or for Respondent, including owned, hired, and non-owned autos, with minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 for each occurrence. If Respondent does not have automobile insurance for owned autos, Respondent represents and warrants that no owned autos shall be used on the project described in the Agreement. If Respondent transports any hazardous materials, the policy shall include Insurance Services Offices Policy Endorsement Form MCS-90 or a similar endorsement providing coverage for environmental claims.
- C. Workers Compensation Insurance to cover statutory limits of applicable Workers Compensation laws. Workers Compensation coverage shall extend to any individual, including directors, officers, and employees who will be performing the Services hereunder regardless of any ability under state law to reject Workers Compensation coverage. If any class of employees engaged in the Services is not protected by the Workers Compensation statute,



Respondent shall provide special insurance for the protection of such employees not otherwise protected, which is similar to the coverage required above. Any such policy shall include:

1. A waiver of subrogation endorsement waiving the carrier's right of subrogation to GRICUA and its respective Board members, directors, officers, partners, agents, employees, volunteers, members, managers, trustees, shareholders, and any successors or assigns of any of the foregoing; and
2. Employers Liability Coverage in an amount not less than \$500,000 each accident; \$500,000 disease policy limit; \$500,000 disease each employee.

D. Excess Liability Insurance with a minimum limit of \$10,000,000.

The following general requirements shall apply to all insurance policies described herein:

1. All general liability policies required hereunder shall be written on an occurrence basis.
2. All general liability insurance policies under this Exhibit shall: (i) name GRICUA, its respective Board members, directors, officers, partners, agents, employees, volunteers, members, managers, trustees, shareholders, and any successors or assigns of any of the foregoing as "additional insured" utilizing ISO endorsement form CG2026 (11/85) Additional Insured – Designated Person or Organization or its equivalent with the Additional Insured applying to all limits available; (ii) issued by an insurer and be in a form approved by GRICUA; and (iii) provide that such policies shall not be canceled or non-renewed without at least 30 days prior written notice to Company, except for nonpayment of premiums (in which event 10 days' notice shall be required).
3. The liability insurance policies shall provide that such insurance shall be primary on a non- contributory basis, and that the additional insured is protected on a primary and non-contributory basis.
4. All insurers shall be rated A-VII or better by Best's.
5. The foregoing insurance coverage must be maintained in force at all times during the Services under this Agreement. The Professional Liability Insurance is to be maintained until the final date upon which any statute of limitations or repose applicable to the services provided or work performed shall elapse and expire.

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6. The insurance requirements set forth in the Agreement shall in no way limit Respondent's liability arising out of Services performed under the Agreement, any other agreement, or any related activities.
7. Prior to and as a condition precedent to the commencement of any Work or Services by Respondent, subcontractors, sub consultants and/or third parties the applicable Respondent shall furnish to GRICUA Certificates of Insurance evidencing the coverages required with the additional insured endorsement attached. Respondent shall provide such other proofs of insurance coverage as GRICUA may require from time to time including certified copies of policies in force for Respondent. Inadvertence on the part of GRICUA in enforcing this requirement shall not be deemed a waiver of the requirement or of the obligation to provide insurance. Furnishing of such evidence when requested by GRICUA shall be a condition to continuation of the services or work provided. Each Certificate of Insurance shall provide that the insurance thereby evidenced will not be canceled until the expiration of at least thirty (30) days after written notice of cancellation has been given to GRICUA.

NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN, INCLUDING THE MINIMUM AMOUNT OF INSURANCE LIMITS AND TYPES OF COVERAGE(S) REQUIRED HEREUNDER, CHANGES MAY ONLY BE OBTAINED UPON WRITTEN AUTHORIZATION OF AN AUTHORIZED REPRESENTATIVE OF GRICUA. ACCEPTANCE OF A CERTIFICATE OF INSURANCE IS NOT DEEMED TO BE ACCEPTANCE OR AGREEMENT THAT RESPONDENT IS IN COMPLIANCE WITH THE INSURANCE REQUIREMENTS REQUIRED HEREUNDER.

RESPONDENT'S ACKNOWLEDGEMENTS AND CERTIFICATIONS STATEMENT

By signing this document, the Respondent hereby declares its ability and willingness to carry out the work described in this solicitation as set forth in its Statement of Qualifications. The Respondent agrees to provide a fair and reasonable pricing schedule for each element of these services as identified in the solicitation.

The Respondent certifies its compliance with the following provisions:

- A. By signing this document the Respondent certifies that:
  - 1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intent to submit an offer, or (c) the method or factors used to calculate the prices offered;
  - 2. The prices in this offer have not been and will not knowingly be disclosed by the Respondent, directly or indirectly, to any other competitor before the bid acceptance or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - 3. No attempt has been made or will be made by the Respondent to induce any other concern to submit or not submit an offer for the purpose of restricting competition.
- B. Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - 1. Has the authority to legally bind the Respondent to the prices offered in the bid or proposal; and
  - 2. That the Respondent or the Respondent's agents have not personally participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.
  - 3. If the Respondent deletes or modifies subparagraph (A) (3) above, the Respondent must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Further, the GRICUA is permitted to contact those references provided in the request for the purpose of making an affirmative determination of the Respondent's responsibility based on the Respondent's performance under current and/or recent Government and commercial contracts. After an offer/bid has been submitted and accepted, the Respondent acknowledges that any false statements, misrepresentations of facts, or omissions made by the Respondent, which becomes known will result in rejection of its offer/bid as non-responsive.

RESPONDENT:

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

Signature \_\_\_\_\_

Name (Printed/Typed) \_\_\_\_\_

Title \_\_\_\_\_