

THE TOWN OF PATAGONIA

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES CDBG CONTRACT #117-12

The Town of Patagonia is hereby requesting Qualifications from Engineers duly registered in the State of Arizona by the Arizona Board of Technical Registration, to provide Engineering services and construction supervision as needed to the Town of Patagonia, (herein after called Grantee) which has been awarded a Community Development Block Grant through the Arizona State Department of Housing (CDBG), and a loan from the United States Department of Agriculture Rural Development (USDA-RD) for the purpose of substantially improving the Town's drinking water system. A general description of the work follows:

The town's water system is over 65 years old and was built on a step at a time basis with no consistent overall planning. Providing the only source of potable water for most of the town's residents, the system has two major flaws which threaten its ability to provide safe and consistent service, plus numerous smaller problems which require extensive and constant attention on the part of the system operators.

The most significant and dangerous problem is the lack of any redundancy in the water supply mains so the system relies on a single old and fragile asbestos cement main from the hilltop reservoirs to the town nearly 200 feet lower. The project proposes the construction of a second, new main, with appropriate valves to allow continuing flow in the event of a failure of the present single main. The second dangerous problem is the location of the two wells within the flood plain. This results in the wells being inundated on a regular basis with the attendant risk of contamination. The balance of the project consists of some selected replacements of failing or inadequate parts of the system.

In 2006 a Preliminary Engineering Report regarding the Town's water distribution system was prepared by Stantec Consulting in conjunction with USDA Rural Development. In 2008 an Addendum was prepared. Based on this Addendum, the most critical improvements discussed above are suggested as Phase 1 and will be the primary focus. USDA RD has agreed to cover the costs with a loan first, then with a grant. The Town would prefer to use CDBG funds first, which will lessen the cost of the loan from USDA-RD.

The scope of work includes providing design and construction supervision to:

Provide significant improvements to the Town's drinking water system, as identified in the existing Preliminary Engineering Report's Phase 1 recommendations. This includes flood proofing 2 well sites; providing a flood-proof mobile generator with a failure warning system; approx. 29 various valves; 4 fire hydrants; 2 flow meters; approx. 638 l.f. of 6" PVC water line; approx. 3,650 l.f. of 8" PVC water line; approx. 80 l.f. of 8" ductile iron water line where it crosses Sonoita Creek; approx. 2770 l.f. of 12" PVC waterline; and replacing approx. 3495 sq.yds. of pavement. The Engineer shall also prepare bid documents (with SEAGO's assistance), supervise the bidding including hosting a pre-bid meeting with potential bidders and provide construction supervision for the entire project which is to be competitively bid based upon the plans produced by the Engineer.

This project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations. The successful Engineer will be required to lend all possible assistance in the preparation,

investigation and documentation necessary for compliance with all applicable Davis Bacon, Federal Labor Standards, and other requirements of the Arizona Department of Housing/CDBG Program and USDA-RD. The successful Engineer should be prepared to comply with all local, state and federal safety and environmental requirements.

A copy of the form of the Agreement is included for your information. Any objection to the use of the enclosed sample Agreement must be noted in the Response to this Request for Qualifications.

I. SCOPE OF WORK

- A. Provide all professional and basic services necessary to prepare all preliminary and final design plans, specifications, cost estimates and bid documents, including but not limited to: engineering design, all soil testing (routine and/or extensive, as needed), all surveying as needed, and documentation of existing conditions as needed. Firm is to assure that on-site material testing is done as needed during construction and any other service required to fully design and construct this project, including any alternative recommendations, cost estimates and construction coordination if it is determined that Town or Department of Corrections work crews and/or materials need to be utilized to keep the project within budget. Firm is to be in compliance with all local, county, state and federal codes and requirements, and to consult with the Town of Patagonia Floodplain Administrator as needed. All construction must comply with current ADA regulations and guidelines.
- B. With the assistance of SEAGO, prepare a Construction Bid Document in compliance with all CDBG and Federal Labor Standards requirements and bid specifications.
- C. Ensure the requisite project sign is detailed in the bid specifications.
- D. Engineer shall submit two (2) copies of the preliminary bid document and construction bid package for review by SEAGO and make any necessary revisions prior to printing and prior to publication of the notice to bid.
- E. Produce and provide up to 25 copies of the bid document and plans, for distribution during the bidding process.
- F. Submit plans for approval of the State Historic Preservation Office (SHPO) if needed, and for construction permit plan checks. Note: SHPO plan approval is not required for this project.
- G. Participate/host pre-bid and pre-construction conferences.
- H. Respond to contractor's questions during the bid period.
- I. Prepare construction and documents for review and approval by the Grantee prior to execution.

- J. Review all construction bids and recommend the lowest and most responsive bid for construction.
- K. Oversee obtaining all required permits from the appropriate local, county, state and federal agencies.
- L. Interpret plans and specifications to contractor.
- M. Review and authorize progress payments to the contractor in accordance with the construction contracts.
- N. Review and process contractor change orders and submit to the Grantee with recommendations for approval or disapproval.
- O. Provide advice and consultation to the Grantee and its designees during the life of the Agreement and during construction, including but not limited to attending committee meetings, Town Council meetings and site inspections, as needed or requested.
- P. Provide interim and final construction "walk-through" inspections of contractor's work in order to ensure construction according to specifications.
- Q. Upon completion of the work, provide written confirmation that the work has been completed as required by the plans and that all conditions have been met for the release of any retention.
- R. Upon completion of the work, provide "before" and "after" project photos to SEAGO and the Town of Patagonia.
- S. Ensure 2 full sets of hard copy as well as 2 electronic copies of "AS BUILT" plans are submitted to the Grantee.

II. STATEMENT OF QUALIFICATIONS

- A. The Grantee is seeking to contract with a competent Engineering firm or individual, duly registered to practice in the State of Arizona, that has experience with similar structures and municipal and federally funded construction projects.
- B. As such, please provide within your Response a list and contact name/phone number of all past client local governments you provided services for in the last five (5) years, a description of similar local government projects your firm was involved with, a list of projects involving similar structures and documentation of experience with federally funded projects. Also include resumes of all Engineers and professional staff that will or may be assigned to this project if you were to be selected.

III. SUBMISSION OF RESPONSES

Responses must be submitted as directed in the "Instructions to Engineers", Section X. Responses will be retained by the Grantee for 60 days unless withdrawn prior to submission deadline. Any costs incurred by Engineers in preparing the Response or incurred in any manner in responding to this document, may not be charged to the Grantee.

IV. PRE-RESPONSE CONFERENCE

A pre-response conference and site inspection will be held at 1 p.m. on Tuesday, January 31, 2012, at the Town Hall Council Chambers, 310 McKeown Ave., Patagonia, AZ. (520) 394-2229. Individuals requiring special accommodation are requested to contact Isabel Van Nest, Deputy Clerk, at the above address as soon as possible in advance of the conference.

V. AWARD OF ENGINEERING SERVICES

- A. The Agreement will be made or entered into based upon demonstrated competence and qualifications, following negotiations with the highest qualified Engineers, as required or authorized by law. Please note that the Grantee will not use cost as the basis for the selection and ordering of preference. Responses will also be evaluated as more fully set forth in paragraph "XI. EVALUATION CRITERIA".
- B. The Agreement will be executed in three (3) duplicate originals. The decision to award the contract will be made and all Engineers notified of the results within sixty (60) days of the submittal deadline.
- C. The Grantee reserves the following rights:
 - 1. To waive informalities in any Response or in the RFQ procedure.
 - 2. To negotiate with the Engineers or firms submitting Responses, in the manner allowed by law.
 - 3. To reject the Response of any persons or corporations who have previously defaulted on any contract with the Grantee.
 - 4. To reject any and all Responses.
 - 5. To re-advertise for Responses.
 - 6. To award the contract on the basis of the best Response, as evaluated by the criteria set forth in Exhibit 1, for which a reasonable fee can be negotiated.
 - 7. To increase or decrease the scope of work herein specified as funds may permit.
 - 8. To accept any item or combination of items of a Response.

9. To conduct interviews with any or all Engineers if deemed necessary, prior to the development of the short list.
 10. To hold any or all Responses for a period of sixty (60) days after the date of opening.
- D. Each Engineer, by submission of his/her Response, proclaims and agrees and does waive any and all claims for damages against the officers or employees of the Grantee when any of the rights reserved by the Grantee in the Request For Qualifications herein may be exercised.
- E. Engineers are hereby notified that liability for liquidated damages, in the amount of one hundred dollars (\$100) per day shall occur for each day by which the time of completion of the Agreement exceeds the **120 day completion date**, subject to conditions more fully put forth in Paragraph 5 of the Agreement for Professional Services and Paragraph 16 of the Exhibit A, Standard Contract Terms and Conditions, and subject to justifiable extensions, as required in writing. **Time is of the essence.**

VI. UNDERSTANDING OF THE WORK

Engineers should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Engineers from responsibility for estimating properly the difficulty or cost of successfully performing the work. Submission of a Response shall be construed as evidence that the Engineer is familiar with the site and conditions involved. The Grantee will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Agreement, unless included in the Request for Qualifications, the specifications, or related documents.

VII. WAGE, LABOR, AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Engineer and all sub firms shall comply with any federal, state or local EEO requirements as applicable to this project. Refer to attached Certifications. The Grantee is an Affirmative Action/Equal Opportunity Employer.

VIII. FEDERAL FUNDS USAGE

Engineers are hereby notified that federal funds are being used to assist in the construction of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including, but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulation (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. SouthEastern Arizona Governments Organization (SEAGO) will monitor for compliance with these regulations and Acts.

IX. INSURANCE REQUIREMENTS

The successful Engineer, at Engineer's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed in the state of Arizona, possessing a current A.M. Best, Inc. Rating of B++6, with policies and forms satisfactory to the Grantee.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to fully maintain all insurance may, at the sole discretion of the Grantee, constitute a material breach of contract.

The Engineer's insurance shall be primary insurance as respects the Grantee, and any insurance or self-insurance maintained by the Grantee shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Grantee.

The insurance policies, shall contain a waiver of transfer rights of recovery (subrogation) against the Grantee, its agents, officers, officials and employees for any claims arising out of the Engineer's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage that contain deductibles or self-insured retentions; however, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Grantee under such policies. The Engineer shall be solely responsible for the deductible and/or self-insured retention and the Grantee, at its option, may require the Engineer to secure payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The Grantee reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements required under the Agreement. The Grantee shall not be obligated, however, to review same or to advise the Engineer of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Engineer from or be deemed a waiver of, the Grantee's right to insist on strict fulfillment of the Engineer's obligations under the contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by the Agreement, shall name the Grantee, its agents, officers, officials and employees as "Additional Insured".

REQUIRED COVERAGE:

Commercial General Liability:

The Engineer shall maintain commercial general liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 products/completed operations aggregate and a \$2,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X,C, and U. Such policy shall contain a severability of interest provisions, and shall not contain a sunset provision or commutation clause; nor any provision that would serve to limit third party action over claims. The commercial general liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for the Engineer's operations and products and completed operations.

In the event the Engineer sub-lets any part of the work, services or operations as awarded to the Engineer, it shall purchase and maintain, at all times during prosecution of the work, services or operations under the Agreement, an Owner and Engineer's protective liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Engineer's work, service or operations under the Agreement. Coverage shall be on an occurrence basis with a limit not less than \$2,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Engineer's commercial general liability insurance.

Automobile Liability:

The Engineer shall maintain commercial/business automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Engineer's any owned, hired, and non-owned vehicles assigned to or used in performance of the Engineer's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers Compensation:

The Engineer shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer's employees engaged in the performance of the work or services under this Agreement, with employer's liability insurance of not less than the statutory limits.

In case any work is subcontracted, the Engineer will require the sub-firm(s) to provide

worker's compensation and employer's liability insurance to at least the same extent and amounts as required of the Engineer under this Agreement.

Professional Liability:

The Engineer shall maintain professional liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Engineer, or any person employed by the Engineer, with a limit of not less than \$2,000,000 each claim, or \$2,000,000 in aggregate.

Certificate of Insurance:

Prior to commencing work or services under the Agreement, the Engineer shall furnish the Grantee with certificates of insurance, or formal endorsements as required by the contract, issued by the Engineer's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by the Agreement are in full force and effect.

In the event any insurance policy(ies) required by the Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Engineer's work or services and as evidenced by annual certificates of insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be received by the Grantee fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice:

Insurance required under the Agreement shall not expire, or be canceled, or materially changed without thirty (30) days prior written notice to the Grantee, except that ten (10) days prior written notice of cancellation may be given for nonpayment of premium.

X. INSTRUCTIONS TO ENGINEERS, DEADLINE FOR SUBMISSION

- A. **Five (5) copies of the completed Response for Engineering services must be received by 1:00 p.m., on Thursday, February 9, 2012** to be considered responsive. Responses submitted via facsimile are not acceptable.
- B. **The Response, whether in an envelope or other wrapping shall have "Response – Town of Patagonia, CDBG Contract #117-12 due 1 p.m., Thursday, February 9, 2012" marked clearly on its cover and shall be addressed to Mr. David Teel, Clerk/Manager, Town of Patagonia, P.O Box 767, 310 McKeown Ave., Patagonia, AZ, 85624.** Failure of the Engineer to provide all of the required information may result in the rejection of the Response. Responses received after the specified time of closing will be returned unopened.
- C. Include information concerning qualifications (see Section II), your availability to

begin, your understanding of this project, the design program and project timeline.

- D. The negotiated fee shall include all costs to effectively conduct and complete all services listed in the scope of work including reproduction of the plans and bid specs, and should include travel for all meetings, interim and final inspections, mailing and phone expenses. The fee is to include all necessary costs including, but not limited to, labor, materials, taxes, profit, insurance and other overhead expenses. Please note that there will be no reimbursables on this project. The fee must state the amount not to be exceeded. Percentage or cost plus fees will not be accepted. Note that should re-design and/or re-bidding of the construction project become necessary, due to a failure of construction bids to meet the fixed construction cost limit, no further compensation shall be due, with the exception of Council approved scope of work increases or unforeseen calamities that may affect availability and/or cost of materials. **DO NOT SUBMIT A PROPOSED FEE AMOUNT WITH YOUR RESPONSE.**
- E. The successful Engineer shall complete the required design (exclusive of the bidding and construction phases) services within ONE HUNDRED AND TWENTY (120) DAYS of the date of the NOTICE TO PROCEED. Justifiable extensions will be granted as needed, otherwise, liquidated damages may occur as explained in Section V (E). Please note that although this is unusual to include liquidated damages for professional services, we do so due to the time restraints involved with the grant funding.
- F. Evidence of proper and current registration/licensing and insurance is required; **please include with the Response.**
- G. Please complete the attached CERTIFICATIONS and include with your Response. The Affirmative Action Certification is optional, but must be signed to merit evaluation score points. The remaining certifications are required and must be **submitted with your Response.** All certifications must be original signatures by an appropriate officer of the firm, or by the proprietor or general partner.
- H. A qualified committee will be responsible for evaluating the Responses and recommending several highest ranked Engineer and/or firm for fee negotiations. When a mutually agreeable fee is negotiated with one of the highly ranked Engineers/firms, the committee will make its recommendation for award to the Town Council.
- I. Refer to Section II, paragraph B and Section XI for further guidance concerning the Response.
- J. Correspondence, questions, and/or clarifications of the RFQ procedure or project should be directed to Bonnie Williams, CDBG Program Manager SouthEastern Arizona Governments Organization (SEAGO), 118 Arizona Street, Bisbee, AZ, 85603, (520)432-5301, bwilliams@seago.org.

XI. EVALUATION CRITERIA

Prospective firms will be evaluated on the following criteria:

1. Qualifications of the individual(s) or firm, especially **the** experience of the identified project team members with municipal drinking water systems and ADEQ approval process.
2. Experience in working with federally funded projects.
3. Contract/construction management experience.
4. Time frame for completing the project.

Refer to the attached Exhibit 1 for further information.

XII. GRIEVANCE PROCEDURE

Protests shall be submitted in writing to: David Teel, Clerk/Manager, P.O. Box 767, 310 McKeown Ave., Patagonia, AZ, 85624, within 72 hours of notice of non- award. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative with authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 days of receipt, and after consultation with legal council, CDBG, SEAGO, or others, the Grantee will respond to the protest. The Grantee reserves the right to reject any or all Responses; to waive irregularities or information in any Response; to re-issue the Request for Qualifications; and/or to take any steps determined prudent, in order to resolve the protest.

Exhibit 1

TOWN OF PATAGONIA

CDBG CONTRACT #117-12
ENGINEER QUALIFICATIONS RATING SHEET

Name of Engineer _____

Date of Rating _____

Committee Names _____
Reviewing/Rating _____

<u>QUALIFICATIONS OF INDIVIDUAL/FIRM</u>	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Individual project team members identified.	5	_____
b) Experience and qualifications as it relates to the project.	30	_____
c) Firm demonstrates an understanding of project	5	_____
d) Firm has formulated a basic course(s) of action or considered preliminary alternative approaches that will be meaningful in obtaining the goals and objectives of the project.	5	_____
e) Firm is MBE, WBE, DBE	5	_____
SUBTOTAL	50	_____

COMMENTS:

FEDERALLY FUNDED PROJECT EXPERIENCE

	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
Experience with federally funded projects.	5	_____
SUBTOTAL	5	_____

COMMENTS:

CONTRACT/CONSTRUCTION MANAGEMENT EXPERIENCE

	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Experience with all phases of construction management, responsible person identified.	25	_____
SUBTOTAL	25	_____

COMMENTS:

TIME FRAME FOR COMPLETING PROJECT

	<u>POINTS POSSIBLE</u>	<u>POINTS AWARDED</u>
a) Firm available to begin, project schedule and quality control are identified.	10	_____
b) The firm established a reputation for timely completion.	10	_____
SUBTOTAL	20	_____

COMMENTS:

TOTAL POINTS
POSSIBLE TOTAL POINTS
AWARDED



ATTACHMENT A

CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Agreement, the UNDERSIGNED agrees as follows:

1. The UNDERSIGNED will not discriminate against any employee or Engineer for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The UNDERSIGNED will take affirmative action to ensure that Engineers are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The UNDERSIGNED agrees to post in conspicuous places, available to employees and Engineers for employment, notices to be provided by the Grantee setting forth the provisions of this non-discrimination clause.
2. The UNDERSIGNED will, in all solicitation or advertisements for employees placed by or on behalf of the UNDERSIGNED for the Grantee, state that all qualified Engineers will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The UNDERSIGNED will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The UNDERSIGNED will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Grantee's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the UNDERSIGNED's non-compliance with any provision of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the UNDERSIGNED may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6. The UNDERSIGNED will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The UNDERSIGNED will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the UNDERSIGNED becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee, the UNDERSIGNED may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503
(if contract \$25,000 or over)

1. The UNDERSIGNED will not discriminate against any employee or Engineer for employment because of physical or mental handicap in regard to any position for which the employee or Engineer for employment is qualified. The UNDERSIGNED agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The UNDERSIGNED agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the UNDERSIGNED's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The UNDERSIGNED agrees to post in conspicuous places, available to employees and Engineers for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the UNDERSIGNED's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and Engineers for employment, and the rights of Engineers and employees.
5. The UNDERSIGNED will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the UNDERSIGNED is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The UNDERSIGNED will include the provisions of this clause in every subcontract or purchase order of \$25,000 or more unless exempted by rules, regulations, or orders of

the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action or non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The UNDERSIGNED certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Grantee, Governor=S Office of Housing Development (GOHD), U.S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official GOHD "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST CERTIFICATION

The UNDERSIGNED is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or Response that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute Section 38-503 through 505, with any public official, employee, agency, commission, or committee with the Grantee.
2. Any substantial interest, as defined by Arizona Revised Statute Section 38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Grantee that develops at any time during this contract will be immediately disclosed to the Grantee.

LOBBYING CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The UNDERSIGNED certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the UNDERSIGNED, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, a continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the UNDERSIGNED shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The UNDERSIGNED shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CIVIL RIGHTS CERTIFICATION

The UNDERSIGNED is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in a whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related

facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

DRUGFREE WORKPLACE CERTIFICATION

The UNDERSIGNED agrees to or will continue to provide a drug free workplace by: establishing a Drug Free Workplace Policy which provides ongoing drug awareness information to include information on the dangers of drug abuse in the workplace, the availability of drug counseling, rehabilitation, employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations occurring in the workplace.

These Certifications are a material representation of fact upon which reliance was placed when this transactions was made or entered into submission of these certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required Certifications shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name of Official

Signature of Official

Typed Name of Firm

Date

AFFIRMATIVE ACTION CERTIFICATION (OPTIONAL)

The Grantee, as required by national policy, the Governor's Office of Housing Development and the CDBG Program, is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Name of Firm:

1. Minority Business Enterprise Yes No

A minority business enterprise is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms which are 51 percent owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise Yes No

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area Yes No

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

4. Disadvantaged Business Enterprise Yes No

Business firms which are 51 percent owned by socially or economically disadvantaged or at least 51 percent of the stock is owned by one or more socially or economically disadvantaged persons and, (2) whose daily business operations are managed and directed by one or more of the disadvantaged owners. This includes recognized minorities, as well as anyone subjected to racial, ethnic or cultural bias. Business firms that are 51 percent owned by the disadvantaged, but are in fact managed and operated by others, do not qualify.

Signature

Date