



CITY OF SAN LUIS
REQUEST FOR QUALIFICATIONS (RFQ)

FOR

ON-CALL ENGINEERING SERVICES
RFQ NO. 2021-001

SEALED STATE OF QUALIFICATIONS SUBMISSION DEADLINE

February 11, 2021

NO LATER THAN 4:00 P.M. - ARIZONA TIME

CITY OF SAN LUIS
ATTENTION: CITY CLERK
1190 E. UNION STREET | P.O. BOX 1170 | SAN LUIS, ARIZONA 85349

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**City of San Luis, AZ
Request for Statement of Qualifications
On-Call Engineering Services
RFQ No. 2021-001**

The City of San Luis is accepting Statements of Qualification (SOQ) from qualified civil engineering firms to provide continuing on-call, open-ended engineering services for consultation, design work and other professional services, as would be required of a City Engineer.

This is a professional services SOQ Announcement and is listed on the City’s website: www.sanluisaz.gov. SOQ packets are available at the City of San Luis City Hall, 1090 E. Union Street PO Box 1170, San Luis, AZ 85349 or via email mfrench@sanluisaz.gov.

Respondents shall submit their Statement of Qualifications (SOQ) describing their consultant services, knowledge and experience in accordance with the SOQ packet and applicable addendums. **The City Clerk will receive proposals until 4:00 p.m. (Arizona Time) on February 11, 2021 at City of San Luis City Hall | 1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349.** The City of San Luis reserves the right to reject any and all submittals or cancel this solicitation at any time.

Please direct written questions and RFQ Packet requests to:

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349
Email: mfrench@sanluisaz.gov

Yuma Sun Advertisement Dates:
Tuesday, January 12, 2021
Tuesday, January 19, 2021

PUBLIC NOTICE
CITY OF SAN LUIS
REQUEST FOR QUALIFICATIONS - ON-CALL ENGINEERING SERVICES
RFQ No. 2021-001

The City of San Luis (City), to provide the necessary On-Call Engineering Services to:

The successful respondent(s) will be responsible for performing all project related on-call engineering services to develop all preliminary and final construction plans including specifications and bid documents. As part of the successful respondent's purview and expertise surveying documentation of existing conditions, and assigned project management, if applicable. Additionally, the engineer will provide interim and final inspections to ensure construction according to specifications.

A copy of the complete Request for Statement of Qualifications may be obtained from Mary French-Jones Economic Development Department | City of San Luis, 1090 E. Union Street | P.O. Box 1170 San Luis, AZ 85349 | Voice: (928) 341-8584 x 2059 | Fax: (928) 341-8549 | TTY: (928) 341-9146 | Email mfrench@sanluisaz.gov or www.sanluisaz.gov.

Sealed statement of qualifications will be received by the **City Clerk | San Luis City Hall | 1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349 until 4:00 p.m. (Arizona Time) on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as "On-Call Engineering Services RFQ No. 2021-001."**

Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Question shall be submitted in writing. Any correspondence related to the RFQ shall refer to the title section and number, page and paragraph. If information of a material matter is provided in response to any written correspondence or written question or if a clarification is issued by the City, it will be posted on the City of San Luis website www.sanluisaz.gov. This response shall serve as an addendum to the advertised call for statement of qualifications. Deadline for questions or Request for Clarifications is February 2, 2021 4:00 p.m. (Arizona Time).

The City of San Luis reserves the right to accept the most qualified submittals; to consider alternatives; to reject any or all submittals; and to waive irregularities of information in any submittal. Submittals received after the specified time of closing will be returned unopened. The City of San Luis also reserves the right to hold any or all submittals for a period of ninety (90) days after the date of opening. Respondents will not be allowed to withdraw submissions during the ninety (90) day period.

The City of San Luis is an Affirmative Action/Equal Opportunity Employer

**City of San Luis, AZ
Request for Qualifications (RFQ)
On-Call Engineering Services
RFQ No. 2021-001**

SCHEDULE OF EVENTS

Solicitation Information and Schedule

Description: The Scope of Work consists providing On-Call Engineering services to the City of San Luis, Arizona. The City of San Luis is seeking submissions of statement of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended, engineering services for consultation, design work and other professional services such as, perform studies, bid assistance, construction inspection and administration, post construction documentation and analysis, surveying services, etc., on an as-needed basis.

- Project Number: On-Call Engineering Services RFQ No. 2021-001
- RFQ Announcement Date: January 12, 2021
- Optional Pre-Submittal Meeting: January 27, 2021 at 10:00 a.m. (Arizona Time) (Virtual)
- Clarifications/Questions Deadline: February 2, 2021 at 4:00 p.m. (Arizona Time)
- Proposal Opening: February 11, 2021 at 4:00 p.m. (Arizona Time)**
- Review Committee: February 17, 2021
- Interviews: Tentative - February 23 -24, 2021
- City Council Work Session: Tentative - March 10, 2021 (Informational Only)
- City Council Meeting: Tentative - March 24, 2021
- PROJECT CONTACT: Mary French-Jones, Economic Development Department
mfrench@sanluisaz.gov or 928-341-8584 X 2059.

Sealed qualifications will be received in the office of the **City Clerk | San Luis City Hall | 1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349 until 4:00 p.m. (Arizona Time) on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as “On-Call Engineering Services RFQ No. 2021-001.”**

CITY OF SAN LUIS
REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL ENGINEERING SERVICES RFQ No. 2021-001

I. REQUEST FOR QUALIFICATIONS (RFQ)

A. Request

Statement of Qualifications (SOQ) are now being accepted by the City of San Luis (City) for providing on-call engineering services and any other project-related services as deemed necessary by the City, in accordance with and as may be regulated by current local, state and federal laws.

Respondents to this RFQ must submit Statement of Qualifications (SOQ) to the City that will address the various components as set forth in this RFQ.

B. Obtaining a Request for Qualifications Package.

RFQ package is available to all qualified firms that request a copy prior to RFQ due date and can be obtained from the City of San Luis, Economic Development Department, 1090 E. Union Street, San Luis, Arizona 85349 or via email mfrench@sanluisaz.gov. Visit the City's website for further information regarding the San Luis community and region at www.sanluisaz.gov.

II. BACKGROUND INFORMATION

The City of San Luis is an incorporated municipality in located in the southwest corner of Arizona, with a population estimated at 39,705 persons, with a land area of over 33 square miles square miles. The City population is anticipated to approach 46,913 within the next four years. The accelerated growth of the community has required the City to continually plan and upgrade facilities to meet the ever-increasing demands upon its infrastructure. The City of San Luis is seeking submissions of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended engineering services for consultation, design work and other professional services. Each project assignment will be authorized via a per project contract specifying the scope of services required, the maximum time allowed for the services and the fee or method of compensation.

III. TERM OF ON-CALL ENGINEERS SERVICES LIST

- A. It is the City's intent to select at least three or more qualified engineering firms to provide professional engineer services and other related services directly related to the activities identified under the Scope of Work on a contractual basis, and as determined to best serve the interest of the City.

- B. All fee proposals will be negotiated within each individual project contract over a five (5) year period.

IV. ASSIGNMENT/COMPENSATION

- A. Upon City Council authorized resolution, the City will place the engineering firm(s) on an approved list for referral purposes that can be used by the City. Each project contract shall be negotiated with the engineering firm on a per project basis, based on the contract unit rates and the associated number of hours estimated to accomplish the scope of work, as applicable and as stated under each individual project contract agreement.
- B. All project contracts above \$15,000 will require approval by the City Council under the City's Purchasing Code. The City will not guarantee that each project contract will be any specific amount or that the consultant will receive maximum or minimum number of project contracts.

V. SCOPE OF WORK

The City of San Luis is seeking submissions of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended engineering services for consultation, design work and other professional services such as, but not limited to: (a) Public Works Project (e.g., design/re-design of a waste water treatment facility, including associated sewer lines); (b) Design/re-design of a water treatment facility, including associated waterlines; (c) Design/re-design of streets/roadways; (d) Subdivision work, including design, review, associated platting, lot ties, etc.; (e) Geotechnical and other testing, including microbial sampling; (f) Environmental and other technical reviews, as typically required by federal and state agencies; (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (h) Designing/managing technical aspects of projects funded by federal and state agencies; (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (h) Designing/managing technical aspects of projects funded by federal money (e.g., EDA, USDA, CDBG, FHWA, etc.), state projects (e.g., WIFA, Arizona Commerce Authority, AZGFD), or bond money, (i) Preparing, verifying and proofing legal description of designated properties.

VI. ENGINEERING FIRM RESPONSIBILITIES

- A. Responsibilities Engineering Firm(s)

- 1. General:

- a. The engineering firm(s) shall be responsible for undertaking the services addressed under Section V above, or as negotiated (if required) with the City, upon execution of the agreement by

both parties. Services provided will be under the direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.

b. The engineering firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private individuals on behalf of the City.

c. The engineering firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private organizations on behalf of the City.

2. Deliverables:

a. The engineering firms(s) will provide all documentation pertaining to the completed project to the City of San Luis. The City may use or reproduce such material. The consultant will be responsible to maintain documentation for a period agreed upon each project contract.

b. The engineering firm(s) will be responsible to maintain the contracted time frames based on individual project contract(s) and meet the City demands.

3. Invoices:

All invoices will be submitted to the City of San Luis Finance Department and/or submitted to the Department that initiated the individual contract.

4. Insurance:

Responder(s) is responsible for reviewing insurance requirements prior to submitting a response to this RFQ (reference Section XI. Insurance Requirement).

5. Records and Audits:

Engineering firm(s) shall maintain accurate and complete financial records of its activities and operation relating to this agreement in accordance with generally accepted accounting principles and/or as required by local, state and federal funded projects.

6. Employment Verification

Engineering firm(s) warrants and shall require its sub-providers to warrant that is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility.

VII. CITY'S RESPONSIBILITIES

A. Responsibilities of City of San Luis

1. General:

- a. The City will make available all documents in the City's possession on an individual basis depending on the individual project contract.
- b. City will provide facilities for all meetings during the course of the agreement.
- c. City will create a review committee to evaluate the SOQ responses generated by this RFQ.
- d. In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the engineering firm(s) will be assigned to provide the requested engineering services. Services provided will be under the direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.
- e. The City reserves the right to terminate on-call engineers any part of or the entirety that may result from the RFQ, without cause and at any time within thirty (30) calendar days written notice by the City. In such case, the engineering firm(s) will be paid for services rendered through the date of the termination notice.

VIII. SOQ FORMAT & PROCESSING

The SOQ shall be a maximum of 25 pages including appendices. The pages shall be on standard 8.5" x 11" sheets of paper with a 12-point font. Submit two (2) originals with original signatures, signed in (blue ink) and marked "Original" and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name. The SOQ must include the following:

A. Letter of Transmittal

An officer of the firm authorized to submit the SOQ must sign (*blue ink*) the transmittal letter. The letter shall include the consultant's name, address, telephone number, fax number and email address. The letter shall have the location of the designated office of service provided.

B. Consultant Experience and Qualifications

1. Firm must be an engineering firm with one or more civil engineers licensed in the State of Arizona.
2. Principal/Lead Engineer must have held an Arizona civil engineers license in the State of Arizona. (*Respondent must provide AZ professional license register number.*)
3. Firm must have an Arizona Registered Land Surveyor on staff, or an engagement letter or team agreement with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
4. Firm must have in-house CAD/GIS capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.

5. Firm must have in-house Geotechnical testing capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.
6. Firm must have in-house environmental services capabilities or have an engagement or team agreement with provider of same at time of submittal.
7. Firm must have experience in providing engineering services for municipality or another unit of local government. Such experience may include (but is not necessarily limited to):
 - (a) Public works projects (e.g., design/redesign of a waste water treatment facility, including associated sewer lines;
 - (b) Design/re-design of a water treatment facility, including associated waterlines;
 - (c) Design/re-design of streets/roadways);
 - (d) Subdivision work, including design, review, associated platting, lot ties, etc.;
 - (e) Geotechnical and other testing, including microbial sampling;
 - (f) Environmental and other technical reviews, as typically required by federal and state agencies;
 - (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors, and other individuals or organizations so designated by staff;
 - (h) Designing/managing technical aspects of projects funded by federal money (e.g., CDBG), state funded projects (e.g., WIFA), or bond money,
 - (i) Preparing, verifying and proofing legal descriptions of designated properties.

List two (2) of the most significant engineering/engineering services projects that your firm has undertaken for a municipality or other unit of local government in at least four (4) of the following categories within the last five (5) years including examples of both federal and state funded projects:

- Water Projects
- Wastewater Projects
- Street/Roadways Projects
- Subdivision Design or Approval Projects
- Building Projects (including schools or other public buildings such parks and recreation, police and fire department infrastructure)
- Parks and Recreation Projects (including planting and irrigation design, parks and streetscape design, ramadas, etc.)
- Economic Development Projects (including redevelopment area design, business incubator and main street infrastructure design

Please indicate the following for each project: (a) Location of each (state, county and municipality); (b) Approximate amount of the construction project, as applicable; (c) Role of firm in supplying engineering, developmental or other professional services and (d) Outcome of project.

8. Firm must meet the state and federal standards of having a DUNS number and be registered in the System for Award Management (SAM). (*DUNS number must be provided at time proposal is submitted.*)
9. Lead engineer(s) and other key personnel in the firm should have a professional knowledge of Yuma County and the City of San Luis.

C. Project Team

The SOQ must include identification and organizations of the team propose to be assigned to any of the City projects. The engineering firms(s) must submit individual resumes (limit one page per individual), specific areas of responsibilities, and an organizational chart. Include a brief statement of the percent of turnover for the last three (3) years for those positions listed as key personnel and all other relevant staff that would be responsible for performing services under this agreement. Engineering firms(s) shall briefly discuss their selection and replacement procedures of these key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel throughout the term of this agreement. This shall include registered land surveyor, CAD/GIS provider, and environment and geotechnical providers, if within the organization.

D. References

Include three (3) letters of recommendation from three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.

E. Complaints

The SOQ must include a list of complaints filed against the firm for the past five years with the Board of Technical Registration, detailing: (1) the person/entity filing the complaint, (2) the nature of the complaint, (3) the outcome of the complaint. In addition, it shall include a reference if there are any existing litigations against the firm. In addition, please list all litigation, including arbitration, in which Respondent has been engaged as a party to litigation, either as claimant or defendant, during the past five (5) calendar years, by name and caption, a brief description of the nature of the litigation, location its outcome, and/or current status.

IX. Protest Procedure

Notification of successful and non-successful engineering firm(s). All respondents will receive official notification via email regarding the award/non-award of proposed agreement(s). Respondents not selected have ten (10) business days from email delivery notification to initiate a written protest. Respondents may submit a protest addressed to Sonia Cornelio, City Clerk, P.O. Box 1170, San Luis, AZ 85349. Protests must contain at a minimum, the name, address, email address and telephone number of the protester; the signature of the protester or its representative and evidence of 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 five (5) business days of receipt, and after consultation with legal counsel, the City will respond to the protest. The City of San Luis reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest. The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 100 points. Submittals will be evaluated, and the most qualified firm(s) will be selected, subject to negotiations of fair and reasonable compensation.

CRITERIA FOR SELECTION

1	Quality and Content of Proposal	10
2.	Qualifications	25
3.	Relative Experience and References	25
4.	Technical Approach and Cost Control	20
5.	Local Presence	5
6.	Interview	15
	Total	100

X. SELECTION PROCESS AND SCHEDULE

A. Qualifications

The engineering firm(s) must show evidence of its technical capabilities in this work. Engineering firm(s) shall be knowledgeable of and in accordance with all applicable federal, state and local government laws and regulations governing in the scope of work. Work will be done in accordance with current professional’s practices in the State of Arizona.

B. Formation of Committee

City staff will form an evaluation committee up to a maximum of five (5) city staff and/or outside representatives as the City deems appropriate to evaluate proposals. City may use city staff as

observers during the process of this RFQ. Committee will be responsible to review, evaluate and the SOQ.

C. Criteria for Selection

Selection among the SOQs received will be based upon the following criteria:

1. Quality and Content of Proposal (10 Points)
 - a. Presentation, completeness and quality of proposal requested in the SOQ.
2. Qualifications (25 Points)
 - a. Design and management experience of each member with the project team.
 - b. Capacity to do the work and responsiveness to City demands.
3. Related Experience and References (25 Points)
 - a. Knowledge and experience with applicable local, state and federal regulations.
 - b. Knowledge and awareness of specific City of San Luis engineering community needs.
 - c. Knowledge and experience in local, state and federal grant management, process and regulations.
 - d. Comparable projects with similar size and scope such as, but not limited to public infrastructure, streets design, water and wastewater, building, etc.
4. Technical Approach and Cost Control (20 Points)
 - a. Design and project approach.
 - b. Cost savings due to efficiencies and quality control.
5. Local Presence (5 Points)
 - a. Office and staff location within Yuma County.
6. Interview (15 Points)
 - a. Present approach, proposal content and answers.

D. Evaluation Procedures

The SOQ will be evaluated by each committee member and rank. The committee will also participate in the formal interview. The top-ranking respondents will be designated as semi-finalists and may advance to an oral interview. Tentative interview dates: February 24 – 25, 2021 between the hours of 10:00 a.m. – 4:00 p.m. (Arizona Time) interview may be conducted virtually. The City Point of Contact will contact each selected respondent to set up an interview date and time. The interviews will be conducted on two (2) consecutive days and none will be rescheduled. Each interviewee will make a 15-minute presentation and respond to committee questions. Each interview will be limited to 30 minutes. All interviews are mandatory and lead engineer will be required to be present during the interview.

POINT OF CONTACT

Mary French-Jones

Economic Development Department

City of San Luis

1090 E. Union Street | P.O. Box 1170 | San Luis, Arizona 85349 | 928-341-8584 X 2059

mfrench@sanluisaz.gov

E. SOQ Opening

The SOQ Opening will take place on **February 11, 2021 at 4:00 p.m. (Arizona Time)** at the San Luis City Hall. Respondents may attend. The name of the engineering firm(s) will be announced. No other information will be made available at that time. All SOQ(s) will be held in confidence until an agreement(s) has been executed or the City rejects all SOQ(s).

F. Rejection of SOQ(s)

The City reserves the right to reject any or all SOQ(s), to make modifications to, or waive informalities in this request for qualifications, if the city staff deems this to be in the best interest of the City of San Luis.

G. Pre-Proposal Expenses

The City will not be liable for any pre-proposal expense incurred in the preparation of the SOQ, participation in this process and any other expenses incurred by the engineering firm(s).

H. Selection(s) Notification

Notification of successful and non-successful engineering firm(s). All respondents will receive official email notification regarding award/non-award of proposed agreement(s). City may conduct a two-step qualifications-based selection process. A selection committee will evaluate each Proposal submitted according to the criteria set forth in Section X Item C. above. The Selection Committee will select from the "Proposals" received.

The following tentative schedule has been prepared for this project. Please note schedule is based on **Arizona Time**.

- **January 27, 2021:** Optional Pre-Proposal Meeting at 10:00 p.m. will be conducted virtually. Respondents wishing to attend please contact: Mary French-Jones at mfrench@sanluisaz.gov. 48 hours prior to the meeting.
- Requests for Clarification Deadline: February 2, at 4:00 p.m.
- **February 11, 2021: Proposal Deadline on or before 4:00 p.m.**
- Selection Committee Evaluation and Recommendation (February 2021)
- City Council Resolution (March 2021)

XI. INSURANCE REQUIREMENTS

- A. Consultant shall maintain in effect, at all times during the term of a City contract, insurance adequate to protect the City and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide City with a current Certificate of Insurance or a certified copy of the insurance policy naming the City as an additional insured (except for Errors and Omissions/Professional Liability coverage).
- B. The insurance requirements will be set forth in a formal agreement for each project with the Consultant. For convenience purposes, an illustrative agreement, Attachment "B" is attached containing insurance requirements that are consistent with what will be required for each project.

XII. INDEMNITY

To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless the City and its representatives, officers, officials and employees (the “Indemnities”) from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of or resulting from Consultant’s negligent acts, errors, mistakes or omissions in the performance of this Contract. Consultant’s duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant’s negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

XIII. COMPLIANCE WITH FEDERAL AND STATE EMPLOYMENT LAWS

By submitting response to the RFQ, the Respondent warrants that is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility

**CITY OF SAN LUIS
REQUEST FOR QUALIFICATIONS
ON-CALL ENGINEERING SERVICES**

XIV. CHECKLIST

Please utilize the following checklist for your contact and submittal of the qualifications.

Items highlighted below will count towards the maximum page limits.

	Description	Included
1.	Two signed and complete original Qualification	<input type="checkbox"/>
	A. Letter of Transmittal	<input type="checkbox"/>
	B. Qualifications of Project Team	<input type="checkbox"/>
	C. Experience	<input type="checkbox"/>
	D. Project Approach	<input type="checkbox"/>
	E. Project Cost Control	<input type="checkbox"/>
2.	One (1) Formatted USB-Thumb-Drive in PDF or Microsoft clearly marked with the Consultant’s Name and RFQ #	<input type="checkbox"/>
	Any Addenda included (signed and returned w/qualifications)	<input type="checkbox"/>
3.	<ul style="list-style-type: none"> • Signed Certification Page • Non-Collusion Affidavit 	<input type="checkbox"/> <input type="checkbox"/>
4.	<ul style="list-style-type: none"> • Applicable completed – Company’s Legal Information Form 	<input type="checkbox"/>

Point of Contract: Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, AZ 85349
(928) 341-8584 x 2059
mfrench@sanluisaz.gov or

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities – Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction 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, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of 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)

FEDERAL NON-COLLUSION AFFIDAVIT
ON-CALL ENGINEERING SERVICES
RFQ 2021-001

Return this page with proposal.

State of Arizona

County of _____

_____, affiant, the

_____ of

(TITLE)

(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying State 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 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)

Subscribe and sworn to before me this

_____ Day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, 20__).

FEDERAL REQUIREMENTS

The undersigned is fully aware that the on-call engineering services provided to the City of San Luis may be either wholly or partially federally-funded and hereby agrees to abide by the following:

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, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

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, Religion and Disability under any program or activity funded in 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 no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

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, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's

commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
7. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
8. The contractor will furnish all information and reports required by Executive Order No. 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 books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
9. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation or orders, this contract may be cancelled, terminate, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
10. The contractor will include the provisions of paragraphs (1) through (8) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the

United States to enter into such litigation to protect the interests of the United States.” [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES – SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, line of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor 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 Contractor’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.
3. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;

- d. Job assignments, job classifications organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contactor including social;
 - h. Any other term, condition or privilege of employment.
4. In the event of the Contractor'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.
 5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice ant a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes and electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 6. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

7. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
8. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERD MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this proposal certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of their knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), 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 three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants that develops at any time during this contract will be immediately disclosed to the City of San Luis and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of their 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 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, 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 a 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 that award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grant, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY

Consultant warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 41-4401. 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 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, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.