

CITY OF SAN LUIS  
BUILD DISCRETIONARY  
GRANT ASSISTANCE

Request for Qualifications (RFQ) Issued  
by the City of San Luis, Arizona

Submission Due  
Date: Tuesday  
January 19, 2021  
by 3:00 PM

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## Background

The City of San Luis is in southwestern Arizona along the Colorado River and immediately adjacent to the international border between the United States and Mexico. It is the border town to San Luis Rio Colorado, Sonora, Mexico. San Luis is approximately 205 miles from Phoenix, AZ, 200 miles from San Diego, CA, and 75 miles from El Golfo de Santa Clara, Sonora, Mexico.

Over the last couple decades, San Luis has experienced rapid growth rate. In 2010, the U.S. Census recorded a population of 25,505 and the estimated population in 2020 is 39,390. As population grows, additional residential, commercial, and industrial development is expected.

Some of the most productive agricultural lands in the nation are adjacent to San Luis. Farming provides year-round crops production and provides jobs for thousands of people throughout the region including those that cross from Mexico every day to work. San Luis experiences daily transient traffic of thousands of people that participate in the regional labor or professional work force. The region's agriculture and the port activity are key economic drivers for San Luis and the Greater Yuma County.

As a border town, San Luis has two land ports of entry, one for commercial traffic only (LPOE II), and one for personal vehicles and pedestrians (LPOE I). The San Luis LPOE I has experienced a 58% increase in the number of personal vehicles processed since 2010. The higher volume and outdated facilities create long wait times, leading to traffic backup in downtown San Luis.

San Luis Rio Colorado, Mexico is also growing significantly and is estimated to be nearly 200,000 in population. As a result, vehicular and pedestrian traffic from Mexico through Arizona ports and through San Luis specifically has reached high volumes totaling 3,062,225 vehicles and 2,593,951 pedestrians. The San Luis LPOE II is approximately five miles east of San Luis LPOE I. It is located on Avenue E, south of county 24<sup>th</sup> Street. The POE is on 80 acres and includes three incoming lanes from Mexico and two outgoing lanes into Mexico. Commercial freight through LPOE II experiencing an increase in users and serves as an important gateway to international commerce.

Main Street/Highway 95 and Cesar Chavez Boulevard/State Route 195 are the major transportation routes serving the City of San Luis. These routes provide connectivity to Interstate 8 as well as to cities to the north such as Somerton and Yuma. Historically during the peak agricultural season, October to March, the main arterial roads as well as many collector roads connect to LPOE I and commercial areas congested by vehicular as well as by pedestrian traffic.

## BUILD Discretionary Grant

The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for planning and capital investments in surface transportation infrastructure and are awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding supports roads, bridges, transit, rail, ports, or intermodal transportation. Since 2017, the Administration has awarded nearly \$4 billion in BUILD grants to improve America's infrastructure.

## Project Purpose

The City of San Luis requires technical assistance services to prepare the City of San Luis BUILD grant application. The application is due by May 2021. The selected consultant will prepare research, documentation for the

submittal, and completion of the grant application in collaboration with City staff. The anticipated grant application focus is on improvement to Juan Sanchez Boulevard connecting the two ports of entry.

## Qualifications and Capabilities

The selected consultant (s) shall have substantial experience in working for cities to provide grant development services. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The consultant shall demonstrate the following in their Statement of Qualifications (SOQ):

1. Experience and success in grant writing as well as implementing federal programs, specifically BUILD Discretionary Grants.
2. Understanding of transportation and economic development projects.
3. A clear and straightforward approach to working with the City of San Luis to provide expert/strategic advisory and support services.

## Major Types of Work

The selected consultant(s) previous experience shall include, at a minimum and be documented in the SOQ:

1. Knowledge of BUILD Discretionary Grant funding program.
2. Federal grant writing expertise.
3. Research and documentation.
4. Effective writing capabilities.
5. Transportation-related planning and design, economic development projects, and border issues.
6. Public involvement and consensus-building.
7. Effective presentations and recommendations.

## Grant Consultant Responsibilities

The selected consultant(s) shall be responsible for undertaking the services addressed in this RFQ or as negotiated with the City, upon execution of the agreement by both parties.

1. Make presentations, attend meetings representing the City and work with public/private individuals on the City's behalf.
2. Provide all documentation pertaining to the completed project to the City of San Luis. The City may use or reproduce such material. The respondent will be responsible to maintain documentation for a period agreed upon during the project contract.
3. Maintain the contracted time frames based on individual project contract(s) and meet the City demands.
4. All invoices will be submitted to Jenny Torres, project manager to be approved and submitted for payment by the City.
5. Responder is responsible for reviewing insurance requirements before submitting a response to this RFQ.
6. Maintain accurate and 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.

7. Warrant that all respondents(s) follow all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility.
8. Respondents must have a satisfactory record of integrity and business ethics.
9. Respondents that are corporations, partnerships, or any other legal entity, shall be properly registered or capable to be registered to do business in Arizona and the U.S. at the time of the submission of their proposals, and comply with all applicable state and U.S. laws and/or requirements.
10. Respondents shall be required to sign a contract of services approved by the City of San Luis.

## City of San Luis Responsibilities

The City of San Luis will be responsible for the following:

1. The City will make available all documents in the City’s possession on an individual basis depending on the individual project contract.
2. City will provide facilities for all meetings during the agreement.
3. City will create a review committee to evaluate the SOQ responses generated by this RFQ.
4. 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 consultant(s) will be assigned to provide the requested services.
5. The City reserves the right to terminate any part of or the entirety of this agreement 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 consultant(s) will be paid for services rendered through the date of the termination notice.

## Anticipated Schedule

The consultant shall develop a project schedule to achieve the completion and submittal of the BUILD Discretionary Grant on behalf of the City of San Luis by the May 2021 deadline.

## Availability of Funds

The City of San Luis has approved funding to support the development of the BUILD grant application. The SOQ will assist the City of San Luis to allocate the appropriate funding to complete the tasks and produce products to create and submit City’s BUILD Discretionary Grant application. The final professional services cost, along with a payment schedule, shall be negotiated.

## Submittal Requirements

### Important Dates

RFQ Release Date	Tuesday, December 22, 2020
Questions Due	Tuesday, January 5, 2021 by 2:00 PM
Pre-Proposal Conference via Zoom	Tuesday, January 12, 2020 2:00 PM
Responses to Questions	Tuesday, January 14, 2021 by EOD
SOQ Due	Tuesday, January 19, 2021 by 3:00 PM
Interviews via Zoom	Tuesday, January 26, 2021

### SOQ Requirements

The SOQ must include the following:

1. **Letter of Commitment:** The firm's letter of commitment should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understand the RFQ requirements. This letter must be signed by a duly authorized official of the appropriate firm.
2. **Methodology and Approach:** Provide a comprehensive description of how the project will be completed and how milestones will be reached.
3. **Schedule:** Include a project schedule by task with an estimated timeframe for delivering a final document and approval process.
4. **Qualifications:** Narrative explaining the qualifications (each firm and key personnel assigned to project) to meet the terms of the RFQ.
  - a. Identify the team's project manager and specifically delineate project management qualifications.
  - b. Writing samples demonstrating the ability to condense and concisely present large amounts of information should be provided.
  - c. Describe the firm(s) ability to integrate this project into the firm's present workload.
  - d. Describe the experience in 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.
  - e. Describe the specific understanding of and experience with the BUILD Discretionary Grant program and federal grant application responses.
  - f. Describe the specific understanding and experience with transportation, economic development, and border-related projects.
5. **References:** Summary of the firm's recent experience on similar projects. Provide four (4) similar project references: Provide names and contact information of previous clients with a detailed description of the type of project completed and the firm/person's role on the project, project timeframe and date completed, and provide the client project manager.
6. **Project Roles:** A description of each staff member or subconsultant who will be involved with this project and their roles. Provide a percentage of time for each person.

## Evaluation Criteria and Procedures

The following is a list of points per criteria that will be used to evaluate proposals:

Proposer Qualifications	30 points
Relative Experience and References	40 points
Technical Approach	30 points

The successful consultant(s) will enter into a professional services agreement with the City of San Luis. While cost is a consideration, the City is not limited to selecting the lowest bid, as this is a qualifications-based decision.

The evaluation will address the following.

1. **Quality and completeness of the SOQ:** The City will evaluate proposals based on their quality, clarity, and demonstrated understanding of the project objectives.
2. **Implementation Schedule:** The City will also evaluate proposals based on their ability to complete the project within the timeframe specified by the City, and on how the firm delineates its timeline in its submission. The proposal must include an implementation schedule that lists all milestones for the development and implementation of project deliverables.
3. **Qualifications and relevant experience with respect to grant writing and federal grant requirements.** The proposer must provide a list of all person(s) who will be assigned work pursuant

to this RFQ (including subcontractors), as well as their resumes showing qualifications, educational background, training, and experience.

4. Reputation among previous clients and previous experience: The proposer must submit four (4) references from projects of similar scope and nature. The City encourages submission of sample reports or products from previous projects.

## Submission Deadline and Instructions

Submit five (5) paper copies and one (1) electronic copy of the response in a sealed envelope that is clearly marked in lower left-hand corner, “**RFQ FOR SAN LUIS BUILD DISCRETIONARY GRANT WRITING ASSISTANCE**” no later than **3:00 PM, Tuesday, January 19, 2021**.

Responses must be sent to:

Sonia Cornelio, City Clerk  
City of San Luis  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349

Responses must be thorough, but concise. The response will be judged as an example of the team’s writing and graphic capabilities. The response should not exceed 25 pages (excluding letter of commitment, cover, table of content, resumes, and additional samples of work). The pages shall be on standard 8.5” x 11” sheets of paper with 12-point font.

The City will not accept facsimile (faxed), emailed, or late proposals. The City reserves the right to reject any or all SOQs or accept what is, in its judgement, the SOQ which is in the City’s best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all proposals submitted.

During the RFQ selection process, all SOQs shall remain confidential. The entire selection process (procurement) file shall be open to the public (which includes all proposers) after an agreement is approved by the City, except those items for which confidentiality has been requested in writing by the Respondents and as permitted by law.

## Questions and Answers

All questions regarding this RFQ must be submitted by email to Jenny Torres, City of San Luis, at [jtorres@sanluisaz.gov](mailto:jtorres@sanluisaz.gov) by **2:00 PM Tuesday, January 5, 2021**. A pre-proposal Zoom conference will be held on **Tuesday, January 12, 2021 at 2:00 PM**. Please contact Jenny Torres to register to participate in the pre-proposal conference (via Zoom). Addenda, reports, and responses to questions and answers will be distributed by **EOD on Tuesday, January 14, 2021**.

## Interviews

The City reserves the rights to forego the interview process if it deems that a SOQ is adequate to select a consultant. If the City decides to go forward with interviews, qualified finalists will give presentations. The City will notify finalists of the time, date and location. The City plans to conduct interviews (in person or via Zoom)

with selected firms tentatively on **Tuesday, January 26, 2021**. Presentations will provide an opportunity for the City to obtain a greater understanding of:

1. The extent of the Respondent's depth of knowledge of the subject matter.
2. Whether the methods and resources that will be used by the firm in performing services to achieve the project goals and objectives are appropriate and cost effective.
3. The firm's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project.
4. The primary features and benefits of their SOQ.
5. The Responder's public presentation skills.
6. The Respondent's ability to communicate how the schedule and tasks.

Presentation format will be at the Respondent's discretion. Presentations will be limited to one-hour period per Respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation. Any costs incurred by the Respondents in preparing or submitting a response to this RFQ or interviewing for this project shall be the Respondents' sole responsibility.

## Notification of Award

The City will notify the successful Respondent by telephone, followed by written confirmation. Each Respondent whose SOQ is not accepted will receive notification by mail. The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter negotiations with another respondent.

Respondents not selected have ten business days from email delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all SOQ(s); to make modifications to, or waive irregularities of information in any RFQ, if the city staff deems this to be in the best interest of the City of San Luis. The City can decide to readvertise the RFQ and/or to take any steps determined prudent to resolve the protest.

## Insurance Requirements

Respondent 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. Selected respondent 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).

The following types and amounts of insurance are required as minimums:

The selected consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the consultant shall furnish to the City a certificate or certificates in form that is satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five (45) days' prior written shall have been given to the City. Kinds and amounts of insurance required are as follows:



## Insurance

The Consultant must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form	
General Liability/Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional
Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles	
Combined Single Limit Per Accident	\$ 1,000,000
For Bodily Injury and Property Damage	
Workers Compensation and Employers Liability:	
Workers Compensation	State Statutory
Employers Liability: Each Accident	\$ 100,000
Disease - Each Employee	\$ 100,000
Disease - Policy Limit	\$ 100,000
Liquor Liability	
Liquor Liability/Aggregate	\$ 1,000,000

Consultant acknowledges that amounts of insurance coverage stated above shall not limit its liability while performing under a contract.

## 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.

FEDERAL NON-COLLUSION AFFIDAVIT  
BUILD GRANT ASSISTANCE  
RFQ ED2021-003

State of Arizona

County of \_\_\_\_\_

\_\_\_\_\_, affiant, the

\_\_\_\_\_  
(TITLE) of

\_\_\_\_\_  
(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\_\_\_\_).

**ATTACHMENT "A"**

**FEDERAL REQUIREMENTS**

**CERTIFICATIONS**

The undersigned is fully aware that the BUILD Grant 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 at 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 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.

**CERTIFICATIONS SIGNATURE FORM**

***Return this page with SOQ.***

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)