



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

**COMMUNITY OUTREACH &
ENVIRONMENTAL PROFESSIONAL SERVICES
BROWNFIELDS PROGRAM
(GCD064)**

TUCSON, ARIZONA

May 4, 2016

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, Third Floor
Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434**

Solicitation No. 206793

TABLE OF CONTENTS

NOTICE OF SOLICITATION FOR QUALIFICATIONS..... 3

SECTION 1 – GENERAL INFORMATION 4

SECTION 2 – EXECUTIVE SUMMARY 9

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS 11

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS..... 15

ATTACHMENT ‘1’ - DISADVANTAGED BUSINESS ENTERPRISE (DBE) DOCUMENTS..... 17

ATTACHMENT ‘2’ - SMALL LOCAL PREFERENCE CERTIFICATION FORM..... 29

ATTACHMENT ‘3’ - SAMPLE CONTRACT 30

EXHIBIT “A” - SCOPE OF SERVICES..... 45

EXHIBIT “A”, ATTACHMENT 1 - FINAL CONCEPT PLAN 48

EXHIBIT “B” - CONSULTANT FEE SCHEDULE 49

EXHIBIT “C” - FEDERAL PROVISIONS 51



PIMA COUNTY

PROCUREMENT

NOTICE OF SOLICITATION FOR QUALIFICATIONS

SOLICITATION FOR QUALIFICATIONS NO. 206793

COMMUNITY OUTREACH & ENVIRONMENTAL PROFESSIONAL SERVICES BROWNFIELDS PROGRAM

Pima County is seeking Statements of Qualifications (SOQs) from qualified firms to provide Environmental Consultant Services to conduct U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment-Hazardous Substances Grant eligible activities. These activities include establishing a public, private, possibly non-profit partnership or collaboration to conduct grant tasks and activities including: public involvement and outreach; community driven property identification and prioritization; and, environmental consultant services. Environmental professional services may include environmental site assessments (Phase I/II Environmental Site Assessments), cleanup planning, possible remediation, project documents and reports contained or referenced herein.

This project is federally funded the U.S. Environmental Protection Agency, (EPA) Community-Wide Assessment (EPA Brownfields) and U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) funds.

Respondents will be subject to Disadvantaged Business Enterprise (DBE) requirements and reporting. Please review and comprehend the requirements included in Attachment '1' carefully. A minimum goal of **FIVE PERCENT (5%)** for participation by Disadvantaged Business Enterprises (DBE's) as a percentage of the total amount of the negotiated contract value including any amendments thereto utilizing **two percent (2%)** or more for certified Women-owned Businesses (**WBE**) and **three percent (3%)** or more for certified Minority-owned Businesses (**MBE**).

The County intends to award a single contract to the firm ranked highest as a result of evaluation of demonstrated competence and qualifications for these services pursuant to the procedures prescribed in A.R.S. § 34-603 and Pima County Policy D29.1 and with which the County is able to negotiate a satisfactory contract pursuant to A.R.S. § 34-603.E. Pima County reserves the right to reject any and all qualification statements or withhold the award for any reason.

Information regarding the submittal requirements of this Solicitation for Qualifications (SFQ) may be obtained at the Design and Construction Division of the Procurement Department located at 130 W. Congress Street, 3rd Floor, Tucson, AZ, 85701. Contact Ms. Christy Bustillos regarding documents at (520) 724-8414, FAX: (520) 724-4434; Email: christy.bustillos@pima.gov. The entire information package can be downloaded from the Pima County website: <http://www.co.pima.az.us/procure/ifbrfp-dc.htm>.

SOQ DUE DATE/TIME: June 15, 2016, at or before 4:00 PM Local Tucson Time

LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: May 11, 2016, 10:00 AM Local Tucson Time

LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

DIRECT QUESTIONS IN WRITING TO: Matt Sage, Commodity / Contracts Officer
Fax: 520-770-4013 / E-mail: Matthew.Sage@pima.gov

PUBLISH: **The Daily Territorial:** May 4, 5, 6, and 9, 2016
Arizona Daily Star: May 4 and May 18, 2016

Pima County One Stop often has design professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=28947>

SECTION 1 – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** Pima County is seeking Statements of Qualifications (SOQs) from single qualified firms or non-profit / for-profit collaborations to provide Community Outreach and Professional Environmental Consultant Services to conduct U.S. Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant eligible activities for both Hazardous Substances and Petroleum Products. Brownfields sites have not been identified, hence, activities must include significant public involvement and outreach; and, a community driven property identification process. Professional environmental consultant services will include: conducting environmental site assessments (Phase I/II ESA) and lead and asbestos surveys; reporting and other project documents; and cleanup planning. Pima County HUD Entitlement CDBG funds may be introduced to conduct and reimburse for applicable lead and asbestos surveys, ESA and eligible brownfield cleanup/remediation activities. (Please note HUD funds are NOT Brownfield Economic Development Initiative (BEDI) or Section 108 funds). Public, private and non-profit collaborations are encouraged, but not required.

A complete description of CONSULTANT's required professional services for the project, are detailed in **Exhibit 'A', Scope of Services** of the Sample Contract included herein as **Attachment '3'**.

The County intends to award a single contract to the firm ranked highest as a result of evaluation of demonstrated competence and qualifications for these services pursuant to the procedures prescribed in A.R.S. § 34-603 and Pima County Policy D29.1 and with which the County is able to negotiate a satisfactory contract pursuant to A.R.S. § 34-603.E.

2. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** See **Attachment '1'** for DBE Program Documents and requirements.
3. **CONFIDENTIALITY AND DISCLOSURE:** Responses to this solicitation shall be considered privileged communications as to technical, financial, and institutional Content until award of the Contract. Until that time, pursuant to A.R.S. §34-603(H), only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. **Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under A.R.S. §34-603(H), the County must agree with your claim of confidentiality before any material may be withheld from disclosure. The County has initiated a new policy on confidential information that is reflected in the Public Information article of the attached sample contract. Respondents should familiarize themselves with that provision.**
4. **INTENT TO RESPOND:** Firms that intend to submit SOQs should notify the COUNTY as soon as possible of their intent by email to Matthew.Sage@pima.gov.
5. **INQUIRIES / QUESTIONS:** Inquiries shall be written, preferably sent by email. All questions must be received no later than seven (7) calendar days in advance of the submittal due date. All questions regarding this SFQ shall be directed to the following **Point of Contact:**

Matt Sage – Commodities/Contracts Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, AZ 85743
Matthew.Sage@pima.gov, or Fax (520) 770-4013

6. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this Statement for Qualifications (SFQ) that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County’s web site (<http://www.co.pima.az.us/procure/ifbrfp-dc.htm>). Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will make an effort to notify respondents of the posting of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Failure to include acknowledgment of all addenda may be cause for rejection of the SOQ. **No oral interpretations shall be made as to the meaning of any of the SFQ documents, or be effective to modify any of the provisions of the SFQ documents. Oral interpretations of the SFQ documents are not binding on the County.**
7. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its SOQ in response to this SFQ, respondent acknowledges and accepts the evaluation process, the stated selection criteria and relative weight of the stated selection criteria, and that determination of the “most qualified” firm will require subjective judgments by the County.
8. **SAMPLE CONTRACT:** These SFQ documents contain a Sample Contract that the selected firm will enter into with the County. By submission of an SOQ, each Firm will be certifying to the County that the Sample Contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, the County reserves the right to reject any submission that takes exceptions or proposes alternate language unacceptable to the County.

The County desires to execute a contract for services that are based on cost plus a fixed fee. Appropriate, audited consultant overheads, salaries and other costs will be used as the basis of compensation.

9. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal meeting, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstandings of County’s position. Any questions regarding this solicitation should be presented to County at this meeting. This facility is wheelchair accessible. Upon request, ten (10) working days prior to bid opening, a signer will be provided for the hearing impaired.
10. **SUBMISSION OF QUALIFICATIONS:** The County will receive and timestamp SOQs at the date, time and location described as follows, late submittals will NOT be accepted:

**Wednesday, June 15, 2016
4:00 PM, Tucson Local Time
Pima County Procurement Department, Design & Construction Division
130 W. Congress Street, 3rd Floor
Tucson, Arizona 85701**

11. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, five (5) hardcopies, and one (1) electronic version in a single file format of their Statement of Qualifications as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The SOQs shall be delivered in a sealed envelope and clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Matt Sage, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

SOQs received after the due date and time as noted on the Notice of Solicitation For Qualifications page will be returned to the respondent unopened. No late submittals of SOQs will be accepted. The County will not acknowledge or receive SOQs that are delivered by telephone, facsimile (fax), or electronic mail (e-mail). Properly submitted SOQs will not be returned to respondents.

12. **CONSULTANT SELECTION PROCESS:**

- A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-603. All properly submitted responsive SOQs will be evaluated, and ranked according to the stated selection criteria and relative weight of the stated selection criteria by the selection committee. SOQs shall not include any information regarding respondent’s fees, pricing, person-hours or other cost information.
- B. A “Consultant Selection Committee” may be comprised of representatives from local jurisdictions responsible for the planning and administration of revitalization, community and economic development programs and initiatives. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee.
- C. The committee will evaluate initial SOQs based upon evaluation of the selection criteria and relative weight of the selection criteria published in this SFQ, recommend the most qualified firm to be recommended for award. The selection committee may not consider fees, price, man-hours or any other cost information in the selection or order of preference. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County.
- D. The County intends to enter into negotiations for these services with the top ranked and recommended firm on the final list, which shall include consideration of compensation and other contract terms that the County determines to be fair and reasonable to the County. If an agreement satisfactory to the County cannot be reached with the top ranked and recommended firm, the County intends to formally terminate negotiations with that firm and undertake negotiations with the next highest ranked and recommended firm on the final list in sequence until an agreement is reached or a determination is made to reject all firms on the final list. Following successful negotiation, a contract will be recommended for award with the selected firm.
- E. The Department will make an award recommendation to the Board of Supervisors based on the evaluation scores and successful negotiation of a contract for services. The recommendation will be posted to the Pima County Procurement website at <http://pima.gov/procure/awards/> at least five (5) business days prior to the scheduled date for award. It is the responsibility of the respondents to check the website to obtain the recommendation. Selection of CONSULTANT shall be at the discretion of the County and the County reserves the right to reject any or all SOQ’s.

13. The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the Contracts Officer immediately.

Pre-Submittal Meeting:	May 11, 2016 at 10:00 a.m.
Statements of Qualifications (SOQ) due:	June 15, 2016 at 4:00 p.m.
Fee Negotiations:	Estimated June-July 2016
Final Contract and NTP:	Estimated July-August 2016

14. **COUNTY’S RESERVATION OF RIGHTS:** The County may evaluate the SOQs based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.
15. **COST OF SUBMITTAL PREPARATION:** This SFQ does not commit County to pay any costs incurred in the preparation, presentation or return of submittal including interview time.
16. **WAIVER OF CLAIMS:** Each respondent in submitting an SOQ is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of said respondent’s submission.
17. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply. (This does not preclude a respondent from using consultants.) The County will contract only with the individual firm or formal organization that submits an SOQ.
18. **JOINT VENTURES:** Respondents that submit an SOQ as a Joint Venture must include a copy of the Joint Venture Agreement at the time of submittal. Respondent’s Statement of Interest and Availability to Undertake the Project must be executed by the Joint Venture Partners or by one Joint Venture Partner with a letter of authorization from the other Joint Venture Partner(s).
19. **SUSPENSION / DEBARMENT:** By submitting its SOQ in response to this SFQ, respondent is certifying that neither it nor any of its principals are debarred or suspended or under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

CONSULTANT shall not have, nor shall subcontract at any tier to any firm, individual or other entity reported to have, an active exclusion in the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM>.

The County Board of Supervisors reserves the right to reject the SOQ of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

20. **NON-COLLUSION:** Each respondent, by submitting an SOQ, is certifying that the respondent has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free and open competition in connection with this solicitation.
21. **PROTESTS:** The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of bidders and offerors to check the website.

22. **PIMA COUNTY ONESTOP SYSTEM:** Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>
23. **VENDOR REGISTRATION:** Pima County's internet-based vendor registration system is VSS (Vendor Self Service Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Pima County's Vendor Registration is located on the Procurement Department website at www.pima.gov/procure. All Consultants must register in Pima County's VSS.

End of Section 1 – General Information

SECTION 2 – EXECUTIVE SUMMARY

1. INTRODUCTION:

The Community Development and Neighborhood Conservation Department (CDNC) administers and manages the County’s “Brownfields Program.” CDNC’s mission is to create a more livable and viable county and to improve the quality of life for residents, with a special emphasis on economically and socially disadvantaged communities, through the development and coordination of programs and services. This is accomplished by: providing affordable housing; assisting with community and rural development; encouraging community initiatives; focusing on neighborhood reinvestments; and recently, implementing brownfields revitalization opportunities. CDNC is responsible for the administration of multiple federal, state, and local funding sources.

In 2015, CDNC was awarded EPA Community-Wide Brownfields Assessment for both Hazardous Substances and Petroleum Products to conduct grant activities in primarily unincorporated Pima County along commercial and industrial corridors in the Southside Project Area. CDNC has entered into a Cooperative Agreement (BF- 99T36101-0) with the EPA which any contract resulting from this solicitation will be subject to. CDNC’s EPA Work Plan fully incorporates the County’s successful proposal for EPA Brownfields funding. The EPA Work Plan is subject to amendment to accommodate contractual efforts.

In addition to EPA Brownfields funds, CDNC may also make available HUD CDBG funds to conduct eligible lead and asbestos testing, ESA, and small cleanup/ Phase III activities. HUD requires CDBG funding brownfield activities directly result in a productive end use. In other words, if CDBG is used and a Phase II indicates required remediation, it must be cleaned up. Hence, the strategic use of EPA Brownfields funds for ESA I/II. In the event a site is assessed per this contract and is either “clean,” demolished, or timely redeveloped into a job producing land use, CDBG funds will be utilized to fund professional environmental consultant work conducted to EPA standards. In addition, separately programed CDBG funds for activities including demolition, commercial façade improvements, and other public services may be conducted independently and in concert with this contract to match or leverage EPA funding consistent with the goals, objectives, and revitalization measures detailed in both the Pima County’s HUD Five-Year Consolidated Plan and PimaProsper Comprehensive Plan. Regrettably, HUD CDBG funds cannot be utilized to conduct required EPA community outreach and public participation activities at this time.

A detailed final project scope of services and budget will be presented to the selected consultant during contract negotiation; however, the scope document provided in **Exhibit “A”** provides sufficient information for consultants to prepare appropriate submittals. Please note that the scope is subject to change and negotiation.

2. PROGRAM OVERVIEW:

A. Pima County Brownfields Program

The Pima County Brownfields Program (Brownfields Program) seeks to benefit from available federal, state, and local resources to promote brownfields activities to encourage the reuse of abandoned, deteriorated, and underutilized properties into productive and viable land uses and facilitate community and economic revitalization. The Brownfields Program emphasis is to characterize potential brownfields sites as a mechanism to:

- Facilitate public, private and non-profit partnerships and programs for the benefit of the target community.
- Implement and leverage existing and proposed revitalization policies and initiatives proposed in the Pima County Consolidated Plan and PimaProsper Comprehensive Plan.
- Utilize and pursue available brownfields resources to facilitate and expand economic development opportunities specifically focusing on the Project Area, in addition, to serving as one of many financial incentives currently being developed by the County in its development of Infill Incentive Districts.
- Engage, educate and encourage active and interested communities within Pima County to partner and pursue available brownfields resources.
- Continue to work closely with other brownfields programs within Southern Arizona to develop a more regional approach to community development and revitalization.
- Establish, implement and expand upon a successful Pima County Brownfields Program.

B. Brownfields Program Southside Project Area

Comprising some of the oldest and arguably neglected neighborhoods is Tucson’s “Southside,” an approximately 40 square mile area located south of Interstate 10 and east of Interstate 19. Culturally-rich, predominantly Hispanic neighborhoods have existed in this area for generations, and it was once a thriving transportation hub for travelers venturing through Tucson along state thoroughfares such as the Benson and Ajo Highways. With the construction of the two Interstates in the 1960s, these state highways were no longer used for intra-state travel and the small automobile-related businesses were starved out of business leaving a systematic presence of underutilized or abandoned Brownfields sites. In addition, the adjacency of the Southside to the Tucson International Airport Area Superfund site adds additional, albeit unrelated, stigma and environmental justice concerns which must be addressed.

EPA Community-Wide Brownfields Assessment Grant funding will be used to focus on private and public property in the Southside Industrial and Commercial Sector (Project Area) specifically in unincorporated Pima County. The local neighborhoods must be engaged to determine sites to environmentally assess and a vision developed for their revitalization and reuse. A map of the Southside Project Area is included in Exhibit A as Attachment 1. The Southside consists of eight census tracts (21, 41.12, 41.15, 41.16, 41.17, 4105.01, 4105.02 and 4105.03) and offers tremendous revitalization and job creation opportunities through expansion and reinvestment in the region’s aerospace, defense, and bioscience industries; in addition to, transportation and logistics; solar power generation; and emerging commercial and residential infill initiatives.

End of Section 2 – Executive Summary

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. The following evaluation criteria will be used in the evaluation of firms. The response should address each item in the order presented below. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 Introductory Letter: Respondent’s Statement of Interest and Availability to Undertake The Project (1 page)

- 3.1.1 The introductory letter should not exceed one (1) page, 8½” X 11”. The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to the Point-of-Contact referencing the title and number of the SFQ. The letter shall be bound into the Respondent’s SOQ, signed in original ink by an authorized officer of the firm, and should contain the following:
- 3.1.1.1 A statement of interest for the Project including a summary of key points describing the respondent’s unique qualifications as they pertain to this particular Project;
 - 3.1.1.2 Availability and commitment of the respondent, its principal(s), assigned professionals, and collaborative partners to undertake the Project;
 - 3.1.1.3 Respondent’s city and state of its corporate headquarters; and
 - 3.1.1.4 A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract. (See Attachment ‘3’, “Sample Contract”.)

3.2 Respondent’s Qualifications and Project Team (12 points)

- 3.2.1 Unique qualifications and relevant community outreach and technical expertise of the Firm, Project Manager, non-profit agency personnel (if applicable), and all staff members with key roles in the Project Team. The unique qualifications of the subconsultants required to complete all phases should be included. **(2 Points)**
- 3.2.2 Provide an Organizational Chart showing the organizational structure of the Firm’s principal(s), all key staff members, and private/non-profit subconsultants. Describe the extent of Principal involvement. Include estimated percentage of time commitments to the Project of each staff member and subconsultant. **(2 Points)**
- 3.2.3 Submit resumes of key personnel of the Firm or team that will be directly involved in the Project, stating certifications, training, and experience in providing the requested services; include a summary of projects similar in type, scope and complexity. **(2 Points)**
- 3.2.4 Describe the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. **(2 Points)**
- 3.2.5 Provide a statement as to the capacity to accept this Project. Compare anticipated workload to staffing requirements for this Project. Demonstrate that the proposed team members are able to

make the time commitments required. **(2 Points)**

3.2.6 Identify the key contact person who will manage the County contract. **(2 Points)**

3.3 Respondent's Ability and Capacity to Provide Effective Community Outreach Services (40 points)

Describe your Firm's methodology to conduct effective public participation and outreach to market an EPA funded Brownfields Program.

3.3.1 Describe your Firm's experience soliciting public engagement in disenfranchised, possibly minority, neighborhoods and communities affected by brownfields and disinvestment. Please incorporate your Firm's knowledge of the Project Area into this response. **(10 Points)**

3.3.2 Describe your Firm's community outreach team, will work be conducted in-house or will collaborations with either area non-profits or private marketing firms be sought. If a collaborative approach, please describe the proposed interaction and relationship between your Firm, a sub consultant, and Pima County staff. **(10 Points)**

3.3.3 Pima County planning and community development staff will be actively pursuing the establishment of Infill Incentive Districts for the commercial and industrial corridors in the Project Area. Describe how your Firm or Collaboration can leverage this EPA funded Brownfields contract to directly assist in these efforts as identified in the PimaProsper Comprehensive Plan. **(10 Points)**

3.3.4 Describe your Firm's relationship with the local real estate and commercial broker community within the Project Area include strategies to secure access to sites. **(10 Points)**

3.4 Respondents Ability and Capacity to Provide Professional Environmental Consulting Services: (10 points)

3.4.1 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organizational and directional terms. **(5 Points)**

3.4.2 Describe your Firm's capacity to provide professional environmental services to accept this project:

3.4.2.1 Describe your Firm's physical assets, facilities, equipment, and specialized capabilities necessary to complete a large-scale data recovery project. **(1 Point)**

3.4.2.2 Describe your Firm's capacity to accept this project. **(1 Point)**

3.4.2.3 Describe your Firm's management and organizational capabilities. **(1 Point)**

3.4.2.4 Describe your Firm's quality control procedures/policies. **(1 Point)**

3.4.2.5 Describe your Firm's action plan to replace key personnel if they become unavailable. **(1 Point)**

3.5 Technical Performance and Past Representative Projects (26 points)

- 3.5.1 Pima County will seek all required program set-up and individual environmental site assessment (Phase I/II/Clean-up Planning) work associated with an EPA Community Wide-Assessment Grant including all required project setups and reports. In addition, Pima County may also program available HUD CDBG funds to conduct ESAs and remediation. Describe your Firm's record of technical performance in conducting federally funded projects (quality of product/service). **(9 Points)**
- 3.5.2 Describe your Firm's cost control procedures. **(1 Point)**
- 3.5.3 Describe your Firm's record of project completion. Provide at least three (3) examples of successfully completed projects of similar scope and scale. **NOTE:** Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed with other firms. Provide the following information about each project:
- 3.5.3.1 Project name, location and description. Project final report title and date of publication. **(3 Points)**
- 3.5.3.2 Original start and completion dates and actual start and completion dates. **(3 Points)**
- 3.5.3.3 Name of Project Manager (individual responsible for the overall success of the Project). **(3 Points)**
- 3.5.3.4 Project approach (community input, site prioritization, research issues/proposal, fieldwork methods, laboratory approaches and analytic methods, reports, cleanup planning). **(3 Points)**
- 3.5.3.5 Other funding sources used to further complete the project or to conduct remediation. **(3 Points)**
- 3.5.4 Describe your Firm's business relations policies and procedures (professionalism, focus on customer satisfaction). **(1 Point)**

3.6 Project Scope of Work (12 points)

- 3.6.1 Demonstrate your understanding of the Project Scope of Work. **(10 Points)**
- 3.6.2 Identify the responsible person in charge of project management and primary contact. **(1 Point)**
- 3.6.3 Describe your firm's internal measures proposed for the timely completion of the project. **(1 Point)**

3.7 Equal Opportunity (10 points)

- 3.7.1 Provide a statement asserting the firm's Equal Opportunity Policy, or present a copy of current Equal Opportunity Plan.
- 3.7.2 Percentage of DBE utilization – **Complete DBE Subcontractor Performance**
- 3.7.3 **EPA 6100-3 Form and DBE Subcontractor Utilization EPA 6100-4 Form and submit with response. Attachment '1')**

Evaluation criteria points for certified Disadvantaged Business Enterprises (DBE) shall be as set forth by County policy. Links to DBE vendor lists that may potentially be used on this project are available in **Attachment ‘1’**. How the bidder utilizes DBE’s from this list and in what areas to meet the goal is completely at the bidder’s discretion. Any questions regarding the DBE Program or the submission of the required forms may be directed to the Pima County DBE Liaison at (520) 724-3807. Refer to **Attachment ‘1’** for further information.

3.8 Small Local Preference

(5 Points)

Architectural or Engineering Services shall be procured in accordance with Title 34 of Arizona Revised Statutes, except that a preference shall be given for small, local firms pursuant to Pima County Ordinance Number 2012-10 as follows:

- 3.8.1 An Architectural or Engineering firm with fewer than 100 employees in Pima County and headquartered in Pima County shall be deemed an “A” firm and shall receive a preference in the amount of five percent (5%) of the total points available in the evaluation.
- 3.8.2 An Architectural or Engineering firm with fewer than 100 employees in Pima County, headquartered elsewhere, that has maintained an office in Pima County for a minimum of two years and the majority of whose employees reside in Pima County shall be deemed a “B” firm and shall receive a preference in the amount of three percent (3%) of the total points available in the evaluation.
- 3.8.3 Preference points shall be computed and assigned separately for each step (written and interviews) in the evaluation.
- 3.8.4 The preference points under this section shall be cumulative and in addition to any other preference points to which a firm may be entitled.
- 3.8.5 Points for Small Local Firm apply to the Prime Firm
Complete and submit Small Local Firm Preference Certification Form (Attachment ‘2’).

3.9 Professionalism of Written Statement

(a maximum of 10 points may be deducted)

All SOQs are expected to be prepared in a professional manner. This includes organization, formatting as instructed, adhering to suggested page count, readability, and accuracy of spelling and grammar. Evaluation points may be deducted for less than professional work.

End of Section 3 – Requirements for Statement of Qualifications

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE AND COHERENT** description of the respondent's ability to meet the requirements of this SFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of County's needs.
- 4.1.2 Suggested page count for the Statements of Qualifications shall be **FIFTEEN (15) PRINTED PAGES**.
- 4.1.2.1 The following do not count toward the suggested 10 page count limitation: cover, introductory letter, table of contents, divider sheets, and Joint Venture Agreement (if any) and any information requested in the Appendices listed below.
- 4.1.2.2 **Appendix '1'** may contain Resumes (preferably not more than one (1) page plus copies of Professional Registration(s) of key personnel, and any subconsultants who will perform these services.
- 4.1.2.3 **Appendix '2'** may contain the Equal Employment Opportunity Policy Statement or Plan, Form 6100-3 – DBE Subcontractor Performance and Form 6100-4 – DBE Subcontractor Utilization (contained herein as Attachment '1').
- 4.1.2.4 **Appendix '3'** may include the Small Local Firm Preference Certification Form (contained herein as Attachment '2'). Note that points for this form **ONLY** apply to the prime consultant submitting the proposal.
- 4.1.3 All pages shall be printed on one side only. For typewritten pages, the minimum font size is 10 point. Black ink is preferred, but color may be used for specific emphasis.
- 4.1.4 Respondents shall carefully read the information contained in this SFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.5 Qualifications and any other information submitted by respondents in response to this SFQ shall become the property of the County.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the SFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 4.1.7 The County makes no representations of any kind that an award will be made as a result of this SFQ. The County reserves the right to accept or reject any or all Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this SFQ when deemed to be in County's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the SFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND INDEX TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2” x 11”) paper and assembled with comb or spiral-type bindings.
- 4.2.2 Additional attachments (**except for those placed in Appendix ‘1’, ‘2’, and ‘3’ as requested by this solicitation**) shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this SFQ will be used by the County for evaluation. **Additional pamphlets, brochures or other marketing material not labeled as answering a portion of the solicitation will not be considered for evaluation.**
- 4.2.3 Separate and identify each criteria response to Section 3 of this SFQ by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

- 4.3.1 Submittals should include a “Table of Contents” and give page numbers for each part the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc).

End of Section 4 – Format for Statement of Qualifications

ATTACHMENT '1' (12 Pages)



DISADVANTAGED BUSINESS ENTERPRISE (DBE) DOCUMENTS
ENVIRONMENTAL PROTECTION AGENCY (EPA)
REQUIREMENTS

Pima County Procurement Department
SBE / Vendor Relations Division
130 West Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-8260 / Fax (520) 724-3646

May 6, 2016

CONTENTS

DBE PROGRAM / DEFINITIONS 19

DBE UTILIZATION 21

EPA'S SIX GOOD FAITH EFFORTS..... 22

DBE MATERIALS THAT MUST BE SUBMITTED WITH RESPONSE..... 23

FORM 6100-3 DBE SUBCONTRACTOR PERFORMANCE 24

FORM 6100-4 DBE SUBCONTRACTOR UTILIZATION 26

DBE COMPLIANCE/REPORTING..... 28

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The Disadvantaged Business Enterprise (DBE) Program is a requirement of this Environmental Protection Agency (EPA) assisted agreement. The program encourages federal dollars to flow down to disadvantaged businesses through a grant recipient's purchases and procurements. Recipients of EPA financial assistance, under all EPA grants, cooperative agreements, and interagency agreements, must award a "fair share" of prime contracts or subagreements to disadvantaged businesses. Prime contracts or subagreements redirect EPA funds to other businesses. It is the responsibility of all contractors, consultants, vendors, suppliers and others interested in doing business with Pima County to read and become familiar with these requirements. Please note that reference to prime "contractor" is synonymous to prime "consultant" for services.

Definitions:

- (A) Disadvantaged Business Enterprise (DBE):** a for-profit small business concern which meets both of the following requirements:
- (1)** Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
 - (2)** Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (B) Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- (1)** Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (2)** Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i)** "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii)** "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii)** "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv)** "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v)** "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi)** "Women;"
 - (vii)** Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

The DBE program ensures that disadvantaged businesses are given the opportunity to participate. Fair share objectives are procurement goals based on the capacity and availability of qualified, certified DBEs in the grant recipient's geographical area. In an effort to ensure that Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) receive a "fair share" of procurement opportunities funded by EPA financial assistance agreements, it is required that all financial assistance recipients negotiate objectives/goals for MBE/WBE utilization. Pima County, as the grant award recipient, has agreed to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises in procurement under assistance agreements as stipulated in 40 CFR Subchapter B, Part 33, and Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, available at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Respondents will be subject to DBE requirements and reporting. Please review these requirements carefully. A minimum goal of **FIVE PERCENT (5%)** for participation by Disadvantaged Business Enterprises (DBE's) as a percentage of the total amount of the negotiated contract value including any amendments thereto utilizing **two percent (2%)** or more for certified Women-owned Businesses (**WBE**) and **three percent (3%)** or more for certified Minority-owned Businesses (**MBE**). The City of Tucson Procurement DBE vendor list available at <http://www.tucsonprocurement.com/assets/DBEDirectory.pdf> contains the current listing of approved DBE firms that may potentially be used on this project. How the respondent utilizes DBE's from this list and in what areas to meet the goal is completely at the respondent's discretion. City of Tucson DBE Directory is published on a monthly basis. The current directory must be utilized when selecting certified DBE firms from this list. The directory also lists whether the DBE firm is women (**WBE**) or Minority (**MBE**) owned. DBE firms may also be searched on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) directory at <https://adot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=adot&XID=212>.

Acceptable DBE Certifications include:

- The Small Business Administration (SBA) (both SBA 8(a) program certifications and SBA Small Disadvantaged Business (SDB) program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship);
- The City of Tucson implemented DBE Certification Program (with U.S. citizenship);
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA standards; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA standards.

EPA'S "SIX GOOD FAITH EFFORTS"

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Tribal Nations, state and local and government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Tribal Nations, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the U.S. Small Business Administration, Office of Native American Affairs Native American Affairs (<http://www.sba.gov/aboutsba/sbaprograms/naa/index.html> and the Department of Commerce, Minority Business Development Agency (<http://www.mbda.gov/>). (Some Nations only allow Tribally owned and/or Tribally approved subcontractors. Check your Tribal Nation's policy to determine which Tribal businesses are eligible.)
6. If the prime contractor awards subcontracts, the prime contractor is required to take the steps in paragraphs (1) through (5) of this section.

DBE MATERIALS THAT MUST BE SUBMITTED WITH RESPONSE

The Respondent shall complete and submit with its response the following forms:

1. **form 6100-3 – DBE SUBCONTRACTOR performance**
2. **form 6100-4 – DBE SUBCONTRACTOR UTILIZATION**

The following Certification deficiencies may cause the submittal to be declared non-responsive:

- failure to include the required information on both forms; and/or
- failure to sign the forms

Failure to complete the Disadvantaged Business Enterprises Forms 6100-3 and 6100-4 may be just cause for declaring your submittal non-responsive.

**Contact the Pima County DBE Liaison with any questions at (520) 724-3807 or
Monica.Dennis@pima.gov.**

EPA FORM 6100-3 – DBE SUBCONTRACTOR PERFORMANCE FORM



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	% of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No:
 Approved:
 Approval Expires:

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

EPA FORM 6100-4 – DBE SUBCONTRACTOR UTILIZATION FORM



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor’s actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	% of Est. Work	Currently DBE Certified?
Continue on back if needed			

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No:
 Approved:
 Approval Expires:

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

DBE COMPLIANCE/REPORTING

1. PRIME CONTRACTOR DBE COMPLIANCE

- A. Items of work to be awarded to DBEs shall be performed by the designated DBE or a substitute approved by the Pima County DBE Liaison. The work shall not be performed by the Prime Contractor in place of the designated DBE subcontractor without prior approval by the Pima County DBE Liaison.
- B. Pima County must be notified in writing by the Prime Contractor prior to any termination of a DBE subcontractor for convenience by the Prime Contractor. In the event a DBE is unable or unwilling to perform the work, the Prime Contractor shall notify the DBE Liaison and the Project Manager. Failure on the part of one DBE subcontractor does not relieve the Prime Contractor of responsibility for meeting the required DBE goal. The Prime Contractor shall employ the six good faith efforts in soliciting a replacement certified DBE subcontractor to perform an equal or greater dollar value of work. Approval of the Pima County DBE Liaison must be obtained prior to the start of work by the substitute DBE subcontractor.

Prime Contractor shall supply copies of all contracts, purchase orders, etc. with DBE subcontractors to be used on the project at the pre-construction conference.

Contract Administration Required Forms

Pima County will complete and file EPA Form **5700-52A** – MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements even if no procurements are made during the reporting period.

- [5700-52A:MBE/WBE Utilization Under Federal Grants and Cooperative Agreements \(PDF\)](#)

The Prime Contractor will submit the DBE Program Subcontractor Participation EPA Form 6100-2 to the DBE subcontractor to allow the opportunity to describe the work the DBE subcontractor received from the prime contractor, DBE subcontractor payments, and any other concerns the DBE subcontractor might have.

- [EPA Form 6100-2: DBE Program Subcontractor Participation Form \(PDF\)](#)

End of Attachment '1'

ATTACHMENT '2' (1 Page)
SMALL LOCAL FIRM PREFERENCE CERTIFICATION FORM

(Complete and Return with Your Qualifications Statement)

Project Name: COMMUNITY OUTREACH & ENVIRONMENTAL PROVISIONAL SERVICES –
BROWNFIELDS PROGRAM

Firm Name: _____

Please complete the following certification for the **Prime Respondent's Firm**. I certify that this firm:

Is headquartered in Pima County and maintains an office in Pima County with fewer than 100 employees.

-or-

Is not headquartered in Pima County, but has had an office in Pima County for at least two years with fewer than 100 employees, the majority of whom reside in Pima County.

If neither box is checked, or if this form is not returned with your Statement of Qualifications, it will be assumed your firm does not qualify for the "Small Local Firm Preference."

Signature

Title

Firm Name

Address Line 1

Address Line 2

Phone

Date

End of Attachment '2'

ATTACHMENT '3' (10 Pages)
SAMPLE CONTRACT

<p>PIMA COUNTY OFFICE OF SUSTAINABILITY AND CONSERVATION</p> <p>PROJECT: COMMUNITY OUTREACH & ENVIRONMENTAL PROFESSIONAL SERVICES – BROWNFIELDS PROGRAM</p> <p>CONSULTANT:</p> <p>AMOUNT:</p> <p>FUNDING:</p>	<p align="center">(stamp here)</p>
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CONSULTANT SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and <CONSULTANT Name>, hereafter called CONSULTANT, and collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide community outreach and environmental professional services for the Pima County Brownfields Program; and,

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT’S representations in response to Pima County Solicitation No. 206793, CONSULTANT was determined to be the most qualified for this Project, and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on _____, and terminates on _____, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide archaeological data and monitoring Services for the COUNTY as described in **EXHIBIT A: SCOPE OF SERVICES** (5 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **Article 5**.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE 3 - DEFINITIONS

Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by COUNTY.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a “not-to-exceed” amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with **Article 5**.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in EXHIBIT ‘A’ - SCOPE OF SERVICES.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to the CONSULTANT for both profit and unallowable costs. Efficient cost control will allow the CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

Labor Rates. Labor rates are the actual cost of salary paid to employees of the CONSULTANT and identified in EXHIBIT ‘A’ - SCOPE OF SERVICES.

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. The CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by the CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT’s fixed Fee.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT ‘A’ - SCOPE OF SERVICES.

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT’s Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT’s fee will remain fixed and may be adjusted only as provided in ARTICLE 5 and ARTICLE 6.

CONSULTANT’s total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT ‘B’ – COMPENSATION SCHEDULE (page(s)). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the “not to exceed” cost amount associated with that task on the CONSULTANT’s invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the “not to exceed” cost amount associated with that task. Upon completion of a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed <DOLLAR AMOUNT OF CONTRACT (\$)>.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under ARTICLE 25, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT’S own risk. Additional Services identified in EXHIBIT ‘B’ – COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONTRACTOR will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT ‘B-COMPENSATION SCHEDULE’. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to

CONSULTANT. Hourly billable rates shown in EXHIBIT ‘B’ – COMPENSATION SCHEDULE will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT ‘A’ - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT’S own risk.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
 - 1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.

 - 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY’S request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT’S work associated with additional reviews are non-compensable.

3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT ‘A’ - SCOPE OF SERVICES and EXHIBIT ‘B’ – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT ‘A’ - SCOPE OF SERVICES and EXHIBIT ‘B’ – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT ‘A’ - SCOPE OF SERVICES under any one of the major task categories in EXHIBIT ‘B’ – COMPENSATION SCHEDULE may be made between the COUNTY’s department representative and the CONSULTANT’s project manager by written agreement.
- B. County’s Procurement Director may make a reallocation among the major tasks in EXHIBIT ‘B’ – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.

C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT ‘A’ - SCOPE OF SERVICES or EXHIBIT ‘B’ – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT’S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an “A.M. Best” rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

7.1.3 Workers’ Compensation and Employers’ Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer’s Liability - \$500,000.

Note: The Workers’ Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.

7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

Examples of Professional Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

7.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.

7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.

7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address and Fax Number here).

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY and, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney’s fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnitee.

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – NON-ASSIGNMENT

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion,, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any subconsultants.** During the performance of this contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or

CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph 2. COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 21 – NOTICES

Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

<Project Manager>
<Requesting Department>
<Building Location>
<Address>
<City, State Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

CONSULTANT:

<Consultant Contact, Position>
<Consultant Name>
<Consultant Address>
<City, State Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 206793, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

In the event of any conflict between Exhibit “C” Federal Provisions (3 pages) incorporated herein, and any provision of this Contract or any other incorporated document, the provision in Exhibit “C” Federal Provisions will take precedence.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 25 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 26 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 29 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT’S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONSULTANT will further ensure that each subconsultant who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any subconsultant in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT’S or any subconsultant’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY’S rights, and the sub-consultant’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT’s employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT’s books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT’s approved construction or critical milestones schedule, such period of delay is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

ARTICLE 31 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONSULTANT:

Signature

Name and Title (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES

a. Project Scope:

The Brownfields Program has been awarded US Environmental Protection Agency (EPA) Community Wide Assessment Grant funds to conduct eligible grant activities for “the Southside” project area. EPA “Brownfield” funds will be utilized to: provide effective public participation and outreach activities; complete a community driven site prioritization process to identify potential brownfields sites to environmentally assess; and conduct approximately 30 Phase I and 5 Phase II Environmental Site Assessments (ESA’s), including all applicable and required documentation (i.e. All Appropriate Inquiries (AAI) and Quality Assurance Project Plan (QAPP)). Other work will include Sampling Analysis and Monitoring Plan(s) (SAMP’s), Health and Safety Plans (HASP’s), Site Investigation Reports, and data collection and required federal reporting on behalf of Pima County. This scope of services will also include EPA funded cleanup planning for identified and appropriate, post Phase II projects; in addition to, possible cleanup and remediation activities as funded by US Housing and Urban Development HUD, Community Development Block Grant (CDBG) funds. The Scope of Services includes the following tasks:

1. EPA Brownfields Community Outreach, Public Involvement and Site Prioritization Activities.

The Consultant will provide effective community outreach and public involvement activities in coordination with County to promote the Brownfields program including, but not limited to:

- a. Development and implementation of a Community Outreach Plan (COP) to identify and maximize involvement of stakeholders within the Project Area, including, but not limited to residents, local businesses and merchants, school advocates, and commercial brokers. The COP shall include the following activities, but not limited to:
 - i. Effective outreach and coordination with County to define districts or sections within the Project Area.
 - ii. Developing a methodology to conduct effective community outreach specific to each district or section as approved by County.
 - iii. Detail community engagement or outreach methods to be conducted including, but not limited to social media, visioning, and charrettes.
 - iv. Conduct a community driven site prioritization process for each district or section to identify sites ideal for revitalization and ESAs. Include applicable stakeholders from respective neighborhoods and schools; local businesses and proprietors; and the commercial broker community.
 - v. Providing a schedule and timeline to engage each district or section.
 - vi. Determine, incorporate and facilitate with County any grant required public meetings into COP.
 - vii. Determine frequency and incorporate regular meetings with County to initiate ESA work.
- b. Coordinate with County and provide property owners/commercial brokers to secure access agreements prior to conducting ESAs.
- c. Provide information and deliverables as requested to supplement the Pima County Brownfields Program website.
- d. Coordinate and incorporate PimaProsper land use, revitalization and brownfields efforts as requested by County.

2. EPA Brownfields Professional Environmental Consultant Activities.

Consultant(s) will conduct the following professional environmental consulting activities per applicable EPA Community-Wide Assessment Grant requirements pursuant to a proposal and notice to proceed issued by County:

- a. Prepare Quality Assurance Project Plan (QAPP) for County and EPA review to meet national EPA guidance set forth in the EPA QA/G-5, or latest available industry standard.
- b. Prepare and develop for County and EPA review brief and concise quarterly reports.
- c. Complete an anticipated 30 Phase I and 5 Phase II ESAs, including any required forms or project setup submittals to EPA on behalf of County.
- d. Complete site specific work plan documentation as required or requested by County including, but not limited to:
 - i. Sampling Analysis and Monitoring Plans
 - ii. Health and Safety Plans
 - iii. Site Investigation Reports
- e. Prepare required cleanup plans as identified in Work Plan and requested by County.
- f. Consultant(s), on behalf of the County, per the Small Business Liability Relief and Revitalization Act (the Brownfields Amendments) that clarified the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), shall provide assurances for certain landowners and potential property owners by conducting “All Appropriate Inquiries” (AAI) into present and past uses of the property and the potential presence of environmental contamination. AAI, as set forth in regulations promulgated in 40 CFR Part 312, are to be satisfied through completion of the AAI Rule standard ASTM E1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”.

3. HUD CDBG Professional Environmental Consultant Activities.

In addition to conducting services identified to the EPA standards set forth in Scope of Services (A)(2), Consultant(s) will conduct the following HUD CDBG eligible brownfields activities including cleanup and remediation pursuant to a proposal and notice to proceed by issued by County.

- a) **Term:** The project period may be retroactive to be concurrent to County’s EPA Cooperative Agreement (BF - 99T36101 – 0) term October 1, 2015 to September 30, 2018.
- b) **Funding:**
 - i. US Environmental Protection Agency, Community-Wide Assessment Grant for Hazardous Substances and Petroleum Products (EPA Brownfields Grant).
 - ii. US Housing and Urban Development, Pima County Entitlement Community Development Block Grant, Eligible Brownfield Activities (CDBG Brownfields).
- c) **Regulatory Requirements:**

Any contract resulting from this Solicitation for Qualifications will be subject to the conditions outlined as follows including, but not limited to:

 - i. Cooperative Agreement between Pima County and the EPA that relate to eligibility of costs and to contracts. A copy of Pima County’s *EPA Cooperative Agreement* (BF - 99T36101 – 0), is available

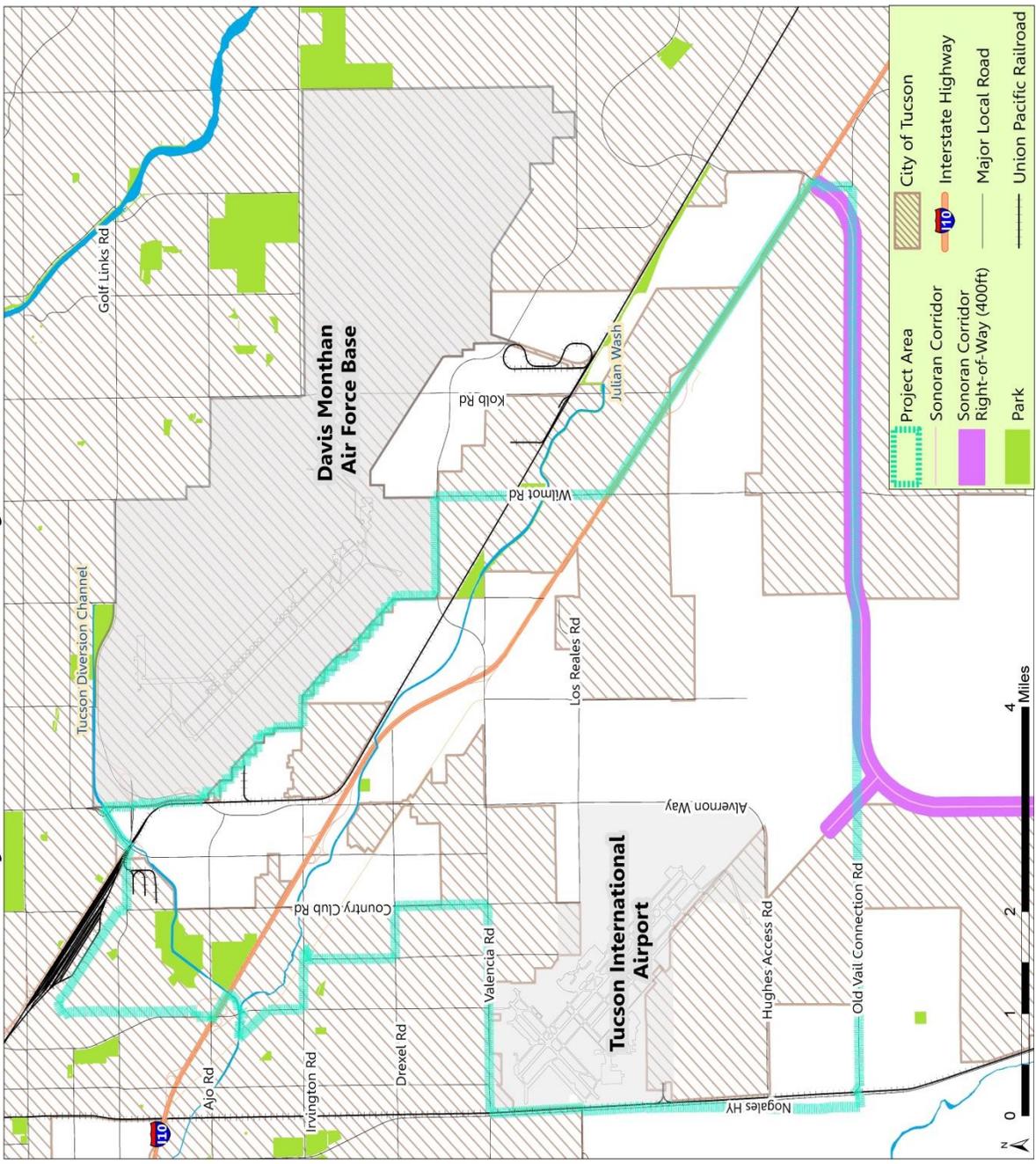
upon request at CDNC offices. Respondents should also take the following items into consideration:

- ii. The Consultant(s) will be subject to the regulations that govern contracts under Superfund Cooperative Agreements (i.e., CFR Part 35 Subpart O). Requirements related to accounting, recordkeeping, and specific contract clauses are described in these regulations.
- iii. The Consultant(s) will be subject to general Federal requirements for contracts under cooperative agreements, including portions of 40 CFR Part 31. These regulations include mandatory steps for contracts to follow in relation to items such as EPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement under Federal assistance programs (MBE/WBE “fair share” as stipulated in Administrative Conditions to Pima County’s Cooperative Agreement with the EPA).
- iv. All proposal documents must include the specific percentage MBE/WBE “fair share” objectives shown in the MBE/WBE condition in the Cooperative Agreement.
- v. Eligible Brownfields activities identified in 24 CFR Part 570 Community Development Block Grant Program; Revision of CDBG Eligibility and National Objective Regulations; Final Rule.

End of Exhibit “A” Scope of Services

EXHIBIT 'A' - ATTACHMENT '1' (1 Page)
PROJECT AREA

Pima County Brownfields Project: The Southside



Pima County Community Development and Neighborhood Conservation

EXHIBIT “B” CONSULTANT FEE SCHEDULE

1. PAYMENT TO THE CONSULTANT - GENERAL

If the Project is abandoned or is suspended for a period of more than 180 consecutive calendar days through no fault of the CONSULTANT, he shall be compensated based on the percentage of work completed to the date of written notice of abandonment or suspension. COUNTY shall not pay CONSULTANT for anticipated profits should the project be abandoned.

If the Project is reinstated after a period of suspension greater than 180 consecutive calendar days, CONSULTANT’s compensation may be adjusted by written addendum to the contract with mutual consent by both parties to provide for expenses incurred in the interruption and resumption of the CONSULTANT’s services.

No deductions shall be made in the CONSULTANT’s compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors.

Before payment by the COUNTY of the CONSULTANT’s final invoice, the CONSULTANT shall provide a certificate stating that all amounts due engineers and other consultants have been paid or equitably discharged as follows,

“The CONSULTANT certifies that, to date, all disputed amounts due CONSULTANT’S sub consultants have been paid or equitably discharged, and that any amounts due CONSULTANT’S sub consultants under this final invoice shall be paid within fifteen (15) calendar days of CONSULTANT’S receipt of applicable payment from COUNTY.”

2. PAYMENT TO THE CONSULTANT FOR PROFESSIONAL SERVICES

CONSULTANT’s compensation for professional services shall be in the not to exceed amounts described below for each phase of the work in proportion to amounts noted below. Progress payments to the CONSULTANT shall be made monthly proportionate to the percent of work completed pursuant to **Attachment 1 to Exhibit B-1 (Consultant Fee Proposal)**.

3. PAYMENTS TO THE CONSULTANT FOR ADDITIONAL SERVICES

Additional services may be authorized by the COUNTY from time to time, and shall require specific written approval by the COUNTY by written amendment to this agreement.

Compensation for Additional Services shall be based on one of the following methods: Lump Sum, Hourly Not to Exceed or other method mutually agreeable to both parties at the time additional services are requested.

If "Hourly Not to Exceed" is used as a billing method then the CONSULTANT’s hourly billing rates specified in **Attachment 1 to Exhibit B-1 (Consultant Fee Proposal)** shall apply.

If services of a sub-consultant to the CONSULTANT are requested, CONSULTANT shall be compensated for the sub-consultant’s direct billing rate times a multiplier of **1.10**.

4. PAYMENTS TO THE CONSULTANT FOR REIMBURSABLE EXPENSES

Payments for Reimbursable Expenses as listed herein shall be made on the same schedule as those made for professional services. CONSULTANT shall provide copies of invoices in support of Reimbursable Expenses. Compensation for Reimbursable Expenses shall be the actual amount of the expenses incurred, with no multiplier applied.

Additional Reimbursable Expenses, beyond the total amount described, may be authorized by the COUNTY from time to time. Additional Reimbursable Expenses shall require specific written approval by the COUNTY in advance by written amendment to this contract.

COUNTY shall not pay for the cost of CONSULTANT's long distance telephone calls, postage, shipping, plotting and printing between the CONSULTANT and his sub consultants for the purposes of coordination of CONSULTANT's and sub-consultant's work.

COUNTY shall pay CONSULTANT's Reimbursable Expenses for automobile travel made during the course of providing service to the Project beyond a 50 mile radius from the Pima County Administrative West Building, 150 W. Congress Street, Tucson, Arizona at the current Pima County allowed rate per mile. Approved Reimbursable Expenses for travel costs are as limited by A.R.S § 38-623 and 624.

Approved Reimbursable Expenses are: long distance telephone, postage, shipping, public meetings, and plotting/printing.

Prior to issuance of Notice to Proceed, Pima County requests a list of personnel assigned to this project. The list shall include the title and/or position of each listing.

End of Exhibit "B" Consultant Fee Schedule

**EXHIBIT “C”
FEDERAL PROVISIONS**

ARTICLE 1 – DEBARRED OR SUSPENDED SUBCONSULTANTS

CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed in the System for Award Management (SAM), at <https://www.sam.gov> with an active exclusion. This provision shall be included in all subcontracts and all subconsultants will be required to include this provision in their subcontracts at every tier. CONSULTANT shall immediately notify COUNTY if any subconsultant is suspended or debarred after award of the subcontract.

ARTICLE 2 – MINORITY, WOMAN-OWNED AND SMALL BUSINESS SUBCONTRACTING

If performance of this Contract will require subcontracting, then:

1. CONSULTANT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

ARTICLE 3 – ACCESS TO RECORDS AND RECORDS RETENTION

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or COUNTY with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. In the event of a conflict between or among the requirements of the COUNTY, state agency or granting agency, the most stringent will govern.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as COUNTY, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the Consultant shall make available to COUNTY, the granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

ARTICLE 4 – CLEAN AIR AND CLEAN WATER COMPLIANCE

If this Contract exceeds \$100,000, then:

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONSULTANT agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify COUNTY of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the COUNTY, State or Federal Government may direct as a means of enforcing such provisions.

ARTICLE 5 – COPYRIGHT

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- B. Any rights of copyright to which a grantee, subgrantee or a Consultant purchases ownership with grant support.

ARTICLE 6 – ENERGY CONSERVATION

CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

ARTICLE 7 – PROHIBITION AGAINST LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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 loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally 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 Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

ARTICLE 8 – COPELAND ACT REQUIREMENTS

CONSULTANT shall comply the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), which are hereby incorporated by reference in this Contract.

ARTICLE 9 – RIGHTS IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTEREST)

COUNTY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Consultant pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.