

TOWN OF WINKELMAN
REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES

The Town of Winkelman has been awarded [or submitted an application for] a federal Community Development Block Grant (#127-18) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of creating a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park. Accordingly, the Town of Winkelman seeks to retain the services of a consulting firm to carry out a comprehensive Parks, Facilities and Playgrounds Master Plan. This effort will require close coordination with the City of Winkelman and their citizens. The main objectives of the process are to create a planning document for parks that will address capital improvements and ADA accessibility projects, priorities, funding strategies, maintenance standards and costs.

Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park. The majority of the park facilities are about 30 years old. After the planning phase a project will be selected using a procured Consultant to determine the project to be undertaken that fits the budget remaining. The idea is to follow up on the plan elements with an initial project to provide new facilities in order to put the plan into action immediately, similar to the HUD Choice Neighborhoods program. The planning activity will address the needs of the developed property as it is currently operated and provide a guidance document for continuing to renew and improve the Park. This project will plan for developments to allow greater use of the park area that may include, but not be limited to, additional public restrooms with flushable toilets, a vault style restroom facility, an additional 10 RV spaces with full hookups, playground equipment, playground safety surface material, 10 Ramada's with picnic tables and fire grills, water and sewer lines for the new facilities, and ballfield lights (solar or energy saver design). The town fully understands that the funding may only address a portion of the identified needs, but adding facilities as a part of the project will enhance the park immediately. The CIP will provide a guide for the long term care and use of the park facilities. In order to fit the construction portion into a 2 year timeframe the construction portion may be limited to pre-fab structures to facilitate a Design/Build process as defined in the ADOH Procurement Handbook. This approach will require two ERRs, one Exempt for the Planning activity and a CE for the construction project. No dislocation of residents is expected as all work would take place within the Town Park.

A copy of the complete Request for Qualifications may be obtained from Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org;

This project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations. The successful respondent will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with requirements of the ADOH Program. The successful respondent should be prepared to comply with all local, state and federal safety and environmental requirements.

The Town's Selection Committee may choose one (1) or more firms/individuals from those submitting qualifications and conduct interviews and/or make a recommendation concerning award to the Town Council.

Sealed qualifications will be received in the office of Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org; until **1:00 p.m. on August 15th, 2018**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. All submittals should be identified as “Sealed Qualifications - “Winkelman Flats Park, Capital Improvement Plan”.

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the Town, a copy of the questions and answers will be provided by Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org to all prospective respondents who have requested a copy of the request for qualifications. This response shall serve as an addendum to the advertised call for qualifications.

Correspondence, questions and/or clarifications of the submittal procedure or project should be directed to: Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org.

The Town of Winkelman reserves the right to accept the most qualified submittal; to consider alternatives; to reject any or all submittals; and to waive irregularities of information in any submittal. Submittals received after the specified time of closing will be returned unopened. The Town of Winkelman also reserves the right to hold any or all submittals for a period of thirty (30) days after the date of opening. Respondents will not be allowed to withdraw submissions during the thirty (30) day period. *All respondents will be notified of the results within thirty (30) days after the close of the RFQ period.*

The Town of Winkelman is an Affirmative Action/Equal Opportunity Employer

Town of Winkelman
Request for Qualifications for Consulting Services
Contract #127-18
Create the Winkelman Flats Park, Capital Improvement Plan

The Town of Winkelman is hereby requesting submittals from qualified with experience in Parks & Recreation Planning and Estimating. The Town of Winkelman has been awarded [or applied for] a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of creating the Winkelman Flats Park, Capital Improvement Plan.

The Town is seeking to contract with a competent Consulting firm or individual that has experience with municipal and federally funded planning and construction projects to include, but not be limited to, Community Development Block Grants.

Respondents should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve the Respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town of Winkelman will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract unless included in the Request for Qualification, the specifications or related documents.

I. Project Description

The following is a description of the construction to be conducted:

Public Works:

Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park. The majority of the park facilities are about 30 years old. After the planning phase a project will be selected using a procured Consultant to determine the project to be undertaken that fits the budget remaining. The idea is to follow up on the plan elements with an initial project to provide new facilities in order to put the plan into action immediately, similar to the HUD Choice Neighborhoods program. The planning activity will address the needs of the developed property as it is currently operated and provide a guidance document for continuing to renew and improve the Park. This project will plan for developments to allow greater use of the park area that may include, but not be limited to, additional public restrooms with flushable toilets, a vault style restroom facility, an additional 10 RV spaces with full hookups, playground equipment, playground safety surface material, 10 Ramada's with picnic tables and fire grills, water and sewer lines for the new facilities, and ballfield lights (solar or energy saver design). The town fully understands that the funding may only address a portion of the identified needs, but adding facilities as a part of the project will enhance the park immediately. The CIP will provide a guide for the long term care and use of the park facilities. In order to fit the construction portion into a 2 year timeframe the construction portion may be limited to pre-fab structures to facilitate a Design/Build process as defined in the ADOH Procurement Handbook. This approach will require two ERRs, one Exempt for the Planning activity and a CE for the construction project. No dislocation of residents is expected as all work would take place within the Town Park

II. Scope of Work

The Consultant agrees to provide all of the materials and services required by this Contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the Contract which shall include:

A. Existing Conditions Analysis

- Evaluate conditions of Town of Winkelman Flats Park
- Evaluate conditions of existing amenities and park features
- Create maps of the park
- Trends analysis – National/State/Comparable Communities
- Demographic information for the Town of Winkelman

B. Mission, Goals, and Objectives

- Mission statement of the Winkelman Flats Park Plan
- Identification of Goals and Objectives
- Survey community residents with questions regarding:
 - Facilities
 - Park locations
 - Use Frequency and Recency
 - Critical needs
 - Reasons for visiting parks

C. Recommendations and Implementation

- Recommendations for park amenities
- Develop cost estimates and timelines for projects
- Identify immediate needs for existing funding and schedule future needs

D. Public Outreach

- Kickoff Meeting: outline plan, gather feedback
- Existing Conditions and Public Input Meeting
- Draft Presentation
- Final Presentation to Town Council

III. Request for Qualification Requirements

Submit one (1) original and (3) copy of the following:

1. Cover Letter: One (1) page introduction including the assurance that minimum insurance requirements will be met.

2. Executive Summary: A one (1) or two (2) page summary including:

- a. qualifications of the individual or firm;
- b. project manager and his/her experience;
- c. Project timeline, specifically including when the team can start the project, project progress and a completion date. The timeline of the successful proposer will be incorporated into the negotiated contract.

3. Statement of Qualifications: Describe the competence and experience of the firm or individual including:

- a. Experience in working with federally funded projects.
- b. Contract/construction management experience to include federal contracts.

4. Previous Experience: One (1) or two (2) pages containing:

- a. A list of past clients including local governments and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:

- Name of project and location;
- Owner/client's name;
- Owner/clients address;
- Contact name;
- Phone number;
- Contract award date;
- Contract completion date.

5. Response to the Scope of Work: Describe the tasks to be completed under each item listed in II.

Scope of Work.

6. Certifications

- a. The remaining certifications are required and must be submitted with your submittal.
- b. All certifications must be original signatures by the appropriate officer of the firm or in the event of a sole proprietor or partnership, by the proprietor or general partner.

Sealed Requests for Qualifications will be received in the office of Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org; until **1:00 p.m. on August 15th, 2018**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. All submittals should be identified as "Sealed Qualifications - "Winkelman Flats Park, Capital Improvement Plan".

IV. Federal Fund Usage

Respondents are hereby notified that federal funds are being used to assist in the construction of This project and, accordingly, all construction contractors will be required to comply with all applicable

Federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. The Town will monitor for compliance with these regulations and Acts. The Consultant and all sub-contractors shall comply with any state or local EEO requirements where and if applicable, to this project.

Correspondence, questions and/or clarifications of the submittal procedure or project should be directed to: Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org.

V. Selection Process

- 1. Following RFQ opening at the time and location specified in the advertisement, the original copy of the submittal shall be retained by the Town Clerk.*
- 2. The submittals will be transmitted to the Selection Committee following review by the Town Clerk.*
- 3. The Selection Committee may invite two (2) or more respondents to attend an interview.*
Respondents will be contacted to schedule a time and location for the interview.
- 4. The Selection Committee will evaluate and rank firms accordingly.*
- 5. Final rankings will be forwarded to the Town Council for consideration.*
- 6. The firm selected will be asked to negotiate a final scope of work and price and to develop a contract. Should negotiations fail to result in the development of a contract; the next highest ranking firm will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.*
- 7. The cost incurred by respondents in preparing the RFQ or incurred in any manner in responding to the document, may not be charged to the Town of Winkelman.*
- 8. The Selection Committee will be appointed by the Town Council.*
- 9. All respondents will be notified of the results within thirty (30) days after the close of the RFQ period.*

VI. Protest Procedure

Protests shall be submitted in writing to: Kenneth Hebert, Central Arizona Governments (CAG), 2540 W. Apache Trail Suite 108 / Apache Junction AZ 85120 (480)-474-9300, khebert@cagaz.org within seventy-two (72) hours of notification award. Protests must contain at a minimum, the name, address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH or others, the Town will respond to the protest. The Town of Winkelman reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest.

Town of Winkelman
Request for Qualifications for Consulting Services
Contract #127-18
Create the Winkelman Flats Park, Capital Improvement Plan

The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 105 points. Submittals will be evaluated and the most qualified competitor will be selected, subject to negotiations of fair and reasonable compensation.

NOTE: Legal counsel should verify compliance with Title 34 of the Arizona Revised Statutes.

Qualifications	Total Points
1. Qualifications of the individual or firm.	15
2. Applicant's previous experience with federally funded	15
3. Demonstrated ability to meet project deadlines. Proposed work schedule. Time frame for delivery of service.	15
4. Demonstrated ability of key personnel and construction management experience.	10
5. Similar projects completed within the past three (3) years.	20
6. References of past clients.	20
7. Financial responsibility and stability.	10

CERTIFICATIONS
CIVIL RIGHTS

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

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

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

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

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

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

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

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

9. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
10. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
11. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
12. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 13. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
14. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
15. In the event of the contractors noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

16. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

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

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process.
Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

**TOWN OF
WINKELMAN
RFQ CONSULTING SERVICES
Contract #127-18**

RFQ #: _____ Consulting Firm: _____

Text for checking references:

I am _____ with _____. I am working with the *Town of Winkelman* to review submittals received from consulting firms for services on project to create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park.

Your firm (You) were listed as a reference for "name of firm". I understand they worked with you on the "name of project". If you have a moment, I would like to ask you four (4) questions. Please answer each with satisfactory, unsatisfactory or no rating. After answering the questions, I will ask you if you would like to make any comments.

		<i>Satisfactory</i>	<i>Unsatisfactory</i>	<i>No Rating</i>
1.	How would you rate the overall performance of " <u>name of firm</u> "?			
2.	Was the project federally funded and was it covered by federal labor standards? If so, how was their performance concerning labor standards?			
3.	Did they meet project deadlines?			
4.	How would you rate the demonstrated ability of key personnel?			

Do you have any comments? _____

Reference # _____: Company: _____
Contact Name: _____
Phone Number: _____
Project Name: _____

Completed By

Date

EXAMPLE: INDIVIDUAL SCORE SHEET

**TOWN OF
WINKELMAN
RFQ CONSULTING SERVICES
Contract #127-18**

RFQ #: _____ Consulting Firm: _____

- | | |
|--|--------------|
| 1. Qualifications of the individual or firm. <i>(Maximum 15 points)</i> | SCORE: _____ |
| 2. Applicant's previous experience with federally funded projects
<i>(Maximum 15 points)</i> | SCORE: _____ |
| 3. Demonstrated ability to meet project deadlines; proposed work
schedule; time frame for delivery of service. <i>(Maximum 15 points)</i> | SCORE: _____ |
| 4. Demonstrated ability of key personnel, and experience in contract/
construction management. <i>(Maximum 10 points)</i> | SCORE: _____ |
| 5. Similar projects completed within past three (3) years. <i>(Maximum 20 points)</i> | SCORE: _____ |
| 6. References of past clients. <i>(Maximum 20 points)</i> | SCORE: _____ |
| 7. Financial responsibility and stability. <i>(Maximum 10 points)</i> | SCORE: _____ |

TOTAL SCORE: _____

Reviewer:

Printed Name

Date

Signature

EXAMPLE: SCORE SHEET COMPILATION

**TOWN OF
WINKELMAN
RFQ CONSULTING REVIEW
Contract #127-18**

Qualifications	Points Possible	#1	#2	#3
Registered with the AZ Board of Technical Registration				
1. Qualifications of the individual or firm.	15			
2. Applicant's previous experience with federally funded projects	15			
3. Demonstrated ability to meet project deadline. Proposed work schedule. Timeframe for delivery of service.	15			
4. Demonstrated ability of key personnel	10			
5. Similar projects completed within past three (3) years.	20			
6. References of past clients.	20			
7. Financial responsibility and stability.	10			
Total Points				

Evaluation Committee Recommendation to the *Town Council*: _____

**TOWN OF
WINKELMAN**
CONTRACT FOR CONSULTING SERVICES Contract #127-18
Capital Improvement Plan (CIP)

THIS CONTRACT, entered into this _____ day of _____, 20____, by and between the *Town of Winkelman, County of Pinal*, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor hereunto duly authorized, and _____, (hereinafter called the "CONSULTANT") acting herein by _____, hereunto authorized.

WHEREAS, The TOWN is in need of certain Consulting services for the purpose of Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park. and desires to implement such improvements under the general direction of the State of Arizona Department of Housing (ADOH), under the federally funded Community Development Block Grant Program, (CDBG) *Contract #127-18*; and

WHEREAS the CONSULTANT has offered to perform the proposed work in accordance with the terms of this contract;

NOW, THEREFORE the parties do mutually agree as follows:

1. Scope of Services

The CONSULTANT promises and agrees to perform the work, as described in the Request for Qualification (RFQ) for Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park, in a good and competent manner as specifically indicated in the CONSULTANT 's Submittal dated _____ and to the satisfaction of the TOWN or its designees. The terms of the above-referenced RFQ and the CONSULTANT 's Submittal are incorporated herein by reference and such items are made a part of this contract as if the same were set forth fully herein. In the event any incorporated term may be inconsistent with an express term of this contract, the latter shall prevail.

The CONSULTANT agrees to provide all of the materials and services required by this contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the contract which shall include:

- ☐ Provide all professional and basic services necessary to produce all preliminary and final design plans and specifications in accordance with all town, county, state and federal codes and requirements.
- ☐ *Assemble bid package including all ADOH requirements and bid specifications, submit the package for review by the TOWN and ADOH and make any necessary revisions to the bid package prior to publication of the notice to bid. Assist in preparation of the notice to bid.*
- ☐ Provide Consulting and/or surveying as required.

- ☐ *Produce and provide twenty (20) copies of the bid package and plans for distribution during the bidding process.*
- ☐ Respond to contractors' questions during the bid period.
- ☐ *Prepare construction contracts and documents for review and approval of the TOWN prior to execution.*
- ☐ Attend pre-bid and pre-construction conference in *Winkelman* and provide assistance to the *TOWN* in completing "Pre-Construction Conference Report" LS-6.
- ☐ Interpret plans and specifications for contractor.
- ☐ Review and make recommendation to the *TOWN* concerning contractor progress payments.
- ☐ Review and process contractor change orders and submit to the *TOWN* for approval.
- ☐ Provide all necessary interim and final inspections of contractors work.
- ☐ Be available for advice and consultation to the *TOWN* during the life of the contract and during construction.
- ☐ Attend final walk through with the *TOWN*.
- ☐ Prepare record drawings of construction and submit two (2) full sets to the *TOWN*.
- ☐ If required, attend meetings of the *Town* Council.

The *TOWN* shall be responsible for the items particularly described as follows:

- ☐ Prepare advertisement for contract bid, have advertisement published and promote project to contractors. Provide the CONSULTANT with the required ADOH forms for inclusion in the bid package.
- ☐ Maintain and update as needed the bid register during bidding process.
- ☐ Complete and submit to ADOH "Contractor Verification" form LS-2 and "Subcontractor Verification" form LS-3, if applicable.
- ☐ Complete and submit to ADOH "Pre-Construction Conference Report" form LS-6.
- ☐ Verify and submit to ADOH all fringe benefit plans and payroll deductions, including forms LS-15 and LS-17.
- ☐ Verify that all public and contractor employee notices are properly posted before and during construction.
- ☐ Complete and submit to ADOH "Construction Status Report" form LS-8.
- ☐ Conduct contractor employee interviews, complete and submit to ADOH "Employee Interview" and "On-Site Inspection Report" forms LS-9 and LS-10.
- ☐ Review, verify and submit to ADOH "Contractor Weekly Payroll and Statement of Compliance" forms LS-4 and LS-5 weekly during construction.
- ☐ Review, approve and process all necessary transactions for payment to the contractor.
- ☐ Provide necessary close-out information to ADOH.

2. Time of Performance

The services of the CONSULTANT shall commence on the _____ day of _____, 20____. In any event, all of the services required and performed hereunder to include preliminary and final design plans and specification and *preparation of the bid package* shall be completed no later than _____ from the Notice to Proceed with Consulting Services.

The schedule of work as submitted in the CONSULTANT 's submittal dated _____ is fully incorporated herein and, unless otherwise specified, shall be determined to be the time schedule negotiated between the parties for design and preparation of final plans and specifications.

The contract period for the remaining phases shall be controlled by the statutory bidding and award process, plus the construction contract performance period, plus fourteen (14) days for project closeout. The date for final performance shall be extended by the number of days that governmental approval or review process prevent or delay performance, as jointly confirmed in writing by the parties' respective representatives. In addition to other claims and remedies provided herein, the CONSULTANT shall be liable for the sum of *one hundred dollars (\$100)* as liquidated damages for each day by which the time of completion of the contract exceeds the period specified above.

3. Compensation and Method of Payment

The maximum amount of compensation to be paid hereunder shall not exceed \$\$\$\$\$\$_____ and have a budget of _____\$\$\$\$\$_____ inclusive of design fees.

Fixed limits of construction costs are hereby established as a condition of this Contract. Should the lowest bona fide bid or negotiated proposal exceed the fixed limit of construction costs, the TOWN shall:

- a. give written approval of an increase in such fixed limit; or
- b. authorize rebidding or renegotiating of the project within a reasonable time; or
- c. cooperate in revising the scope and quality as required to reduce the construction costs. Should the TOWN proceed under this clause, the CONSULTANT, without additional charge, shall modify the plans and specification, as necessary, to comply with the fixed limit.

Payment to the CONSULTANT shall be based on satisfactory completion of identified milestones as set forth in the CONSULTANT 's Submittal. Additional services as required and requested by the TOWN which are not listed in the CONSULTANT 's Submittal shall be charged in excess of the fee listed above, based on the schedule of charges included in the CONSULTANT 's Submittal. Such additional services shall be requested in writing by the TOWN as approved by the Mayor and/or the Council as applicable.

Payment shall be made by the TOWN to the CONSULTANT on the basis of monthly invoices which must include a detailed itemization of all work and materials included, copies of receipts or billings as requested and is subject to review and certification of the Towns authorized representative prior to payment.

4. Acceptance of Work

The *TOWN* or its designee shall have the right to reject all or any work products submitted under this contract which do not meet the required specification. In the event of any such rejection, the CONSULTANT agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected.

5. Notices

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipient for such notices, invoices and payments are as follows:

To CONSULTANT: insert name, address, phone and fax

To *TOWN*: Town of Winkelman
Attention Sylvia Kerlock
206 Giffin Ave,
Winkelman, AZ 85292-0386
skerlock@townofwinkelman.com
(520) 356-7854

The CONSULTANT shall maintain various insurance policies in force during the term of the contract and shall provide certificate(s) of such insurance naming the *TOWN* as additional insured upon execution of this contract, providing not less than the following coverage:

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- ☐ Workers' Compensation (statutory)
- ☐ Errors and Omissions
- ☐ Consultants Protective Personal Property
- ☐ Automobile Bodily Injury and Property Damage
- ☐ Valuable Papers

7. Agreement, Amendment and Arbitration

This contract shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This contract, its attachments and those documents incorporated by reference represent the entire contract and understanding between the parties. No amendment shall be effective unless properly authorized and executed by the parties in the same manner as this contract was executed.

This contract shall be governed by the laws of the State of Arizona and suits pertaining to this contract may be brought only in courts in the State of Arizona.

The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution of not less than ten (10) days, the aggrieved party may request that the dispute be submitted to arbitration pursuant to A.R.S. §12-1518.

Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

8. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out the work outlined above have been furnished to the CONSULTANT by the TOWN and its agencies. CONSULTANT hereby acknowledges receipt of same.

9. Indemnification

CONSULTANT represents he has knowledge of all rules and regulations imposed by ADOH. CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws for persons employed by the CONSULTANT. The CONSULTANT shall not be responsible for such contributions for the contractor or subcontractor.

10. Terms and Conditions

This contract is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

11. Certifications

This contract is subject to the provisions entitled "Certifications" which were submitted by the CONSULTANT in the Submittal dated _____ and are incorporated by reference herein as Exhibit B.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

The TOWN of Winkelman

Town Attorney

Mayor

Date:

Date:

ATTEST:

CONSULTANT:

Town Clerk

President

Date:

Date:

Exhibit A

TERMS AND CONDITIONS

1. Termination of contract

- a. If for any reason, the CONSULTANT shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONSULTANT and the TOWN may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONSULTANT is determined.

Upon receipt of a termination notice, the CONSULTANT shall:

- ☐ promptly discontinue all services affected (unless the notice directs otherwise); and
- ☐ deliver or otherwise make available to the TOWN, at Towns cost, copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performance of this contract.
- ☐ The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the CONSULTANT. If the contract is terminated by the TOWN as provided herein, the CONSULTANT will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONSULTANT, Paragraph 1 hereof relative to termination shall apply.
- ☐ This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Changes

The TOWN may request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendments to this contract.

3. Personnel

- a. The CONSULTANT represents that he/she has, or will secure at his/her own expense, all personnel required for performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the *TOWN*.
- b. All of the services required hereunder will be performed by the CONSULTANT or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the *TOWN*. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

4. Assignability

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the *TOWN* thereto; provided, however, that claims for money by the CONSULTANT from the *TOWN* under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the *TOWN*.

5. Reports and Information

The CONSULTANT, at such times and in such forms as the *TOWN* may require, shall furnish the *TOWN* such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

6. Records Maintenance and Retention

The CONSULTANT shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the *TOWN* to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the *TOWN*.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this contract are confidential and the CONSULTANT agrees that such shall be made available only to the *TOWN*, ADOH and to HUD unless authorized by the *TOWN* to release such information to other individuals or organizations.

8. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

9. Compliance with Local Laws

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONSULTANT shall save the *TOWN* harmless with respect to any damages arising from any tort done by the CONSULTANT or his/her representatives in performing any of the work embraced by this contract.

10. CONSULTANT will comply with the requirements of the Americans with Disabilities Act (ADA).

11. Interest of Members of a *TOWN* Governing Body

No member of the Governing body of the *TOWN* and no other officer, employee or agent of the *TOWN* who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

13. Handicapped Access

In designing all construction, CONSULTANT agrees to comply with requirements of the 2010 ADA Standards for Accessible Design. The CONSULTANT represents that he/she understands said standard specifications and same are incorporated herein by this reference.

14. Clean Air Act, Clean Water Act

The CONSULTANT shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

15. Federal Labor Standards Provisions

This project to be designed by the CONSULTANT is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The CONSULTANT shall incorporate information concerning federal Labor Standards in the bid documents.

[Enter name of Consultant]

The TOWN of Winkelman

Printed Name

Printed Name

Signature

Signature

Date

Date

EXAMPLE: AWARD LETTER

June 30, 2015

*Mr. Christopher Scott
R&P Consulting Services
2222 22nd Street
Oz, AZ 99994*

NOTICE OF INTENT TO AWARD FOR CONSULTING SERVICES FOR *THE TOWN OF WINKELMAN*, Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park (Contract #127-18**)**

Dear Mr. Scott:

You are hereby notified that the *Town of Winkelman* intends to award you the Consulting contract for the above cited project, in the amount of *00.00*

To comply with ADOH program requirements, time must be allotted for all participating firms to comment on or protest the *Towns* decision. We do not however, anticipate any protests. Therefore, **the contract documents will be sent to you by July 15, 2015.**

You must deliver to the *Town of Winkelman*, hereafter referred to as the TOWN, *three (3)* executed and complete contracts within *ten (10) days* of receiving the contract. All appropriate documents must be signed by the principals and corporate seals affixed as appropriate. The TOWN will return to you one fully executed contract. Failure to return the contracts within the time specified will entitle the TOWN to consider your proposal abandoned and annul this Notice of Intent to Award.

Sincerely,

The Town of Winkelman
(MAYOR OR TOWN MANAGER)

EXAMPLE: NON-AWARD LETTER

June 30, 2015

*Joshua Consulting Inc.
7777 East 77th Boulevard
Oz, AZ 99994*

NOTICE OF NON-AWARD FOR CONSULTING SERVICES FOR THE TOWN OF WINKELMAN, Create a Capital Improvement Plan (CIP) addressing the use and development of the town's only park, The Winkelman Flats Park
(CONTRACT #127-18)

Dear Sir:

You are hereby notified that your submittal for the above-mentioned contract was considered and I regret to inform you that you have not been awarded the contract.

You have the right to protest the decision made by the *Town* using the procedures indicated in the *Towns* RFQ package. If your firm wishes to protest either informally or formally, the deadline is 4:00 p.m., Thursday, July 10, 2015. *[If the protest procedure was NOT a part of the RFQ package, it must be included in the non-award letter.]*

The *Town of Winkelman* would like to take this opportunity to thank you for your submittal.

Sincerely,