

**Invitation for Bids (IFB)
CDBG PY19-005
US VETS
Elevator Project**

Specifications

and

Contract Documents

BID DUE: Wednesday December 18, at 2:00 PM
City of Prescott
City Clerk's Office
201 S. Cortez Street
Prescott, Arizona 86303

This solicitation and all addenda are available on the City of Prescott website at
<http://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

SCHEDULE OF EVENTS

Solicitation Advertisement

Sunday, November 17, 2019

Solicitation Release

Monday, November 18, 2019

Pre-Bid Meeting

Monday November 25, 2019 at 1:00pm City Hall – Council Chambers
 201 S. Cortez St.
 Prescott AZ 86303

Final Date for Questions

Questions will not be accepted after Wednesday December 11, 2019 at 10:00 am

Bid Due

Wednesday, December 18, 2019 on or before 2:00 pm
 City of Prescott
 City Clerk’s Office
 201 S. Cortez Street
 Prescott, AZ 86303

Bid Opening

Wednesday December 18, 2019 at 2:00 pm
 City of Prescott
 Council Chambers
 201 S. Cortez Street
 Prescott, AZ 86303

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NOTICE INVITING BIDS**PROJECT: CDBG PY19-005 US VETS Elevator Installation at 1040 Whipple St.**

DESCRIPTION: The City of Prescott, Arizona, requests bids from qualified contractors to install an elevator in a shaft between buildings 200 and 300, making all units upstairs accessible to those in wheel chairs/walkers/scooters. This bid is for the actual elevator only. The shaft for the elevator is already complete.

This project is a HUD, CDBG federally-funded construction project and is subject to compliance with all applicable Federal Labor Standards including the Davis Bacon Act.

SEALED BIDS SHALL BE RECEIVED BEFORE 2:00 P.M. MST (ARIZONA TIME) ON WEDNESDAY, DECEMBER 18, 2018, AT THE OFFICE OF THE CITY CLERK, 201 SOUTH CORTEZ STREET, PRESCOTT, AZ 86303. Any sealed bids received at or after 2:00 p.m. on the above-stated date will be returned unopened. The sealed bid envelope shall indicate the name and address of the bidder, and shall be marked:

Bid: CDBG PY19-005 City of Prescott US VETS Elevator Installation. All bids will be opened and read aloud in the office of the City Clerk. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott.

Questions regarding the general terms and conditions of this Notice Inviting Bids (NIB) should be in writing and addressed to: City of Prescott, CDBG Coordinator, 201 S. Cortez St, Prescott, Arizona 86303. Copies of the bid documents are available online for public inspection at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/> or by request to CDBG Grant Coordinator at michelle.chavez@prescott-az.gov . No questions will be accepted after Wednesday December 11th at 10:00am.

A Pre-Bid Meeting will be held Monday November 25th at 1:00pm in City Hall Council Chambers, 201 S. Cortez St. Prescott, AZ 86303.

Michelle Chavez, CDBG / Community Development Coordinator

Published: 2xCourier November 17 and 18, 2019

INTRODUCTION

The City of Prescott CDBG Program is seeking bids from qualified contractors for installation of an elevator at PY19-005 USVETS Whipple Street Renovation Project.

Information regarding the submittal requirements of this Invitation for Bids (IFB) may be obtained through the Contract Specialist named herein or the entire bid package can be downloaded at the City of Prescott website at <http://www.prescott-az.gov/business/bids/>.

The City of Prescott shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment and posted on the website. All technical questions regarding this Invitation for Bid must be submitted in writing via e-mail to the Contract Specialist.

SECTION 1: SPECIFICATIONS/SCOPE OF WORK

Contractor will provide all services to perform installation of the elevator per the task list below.

Installation Task List:

- **Install one standard passenger elevator in opening size 3'6" x 7', height 7'4".**
 - **2500lb capacity**
 - **Doors-2 brushed stainless steel and entrance frames-2 brushed stainless steel**
 - **Number of stops-2**
 - **12 months; 24-hour service available**
 - **Rear wall handrail**
 - **LED lighting**
 - **Clean up of elevator packaging material**

- **Please note, purchaser will provide:**
 - **Properly framed hoist way including pit of proper depth and overhead;**
 - **Safety steel beam;**
 - **Adequate backing for elevator guide rails;**
 - **A legal machine room adequate for elevator equipment.**
 - **Rough openings for the entrances and adequate bracing of entrance frames;**
 - **Necessary electrical connections and circuits;**
 - **Dedicated analog telephone line;**
 - **Emergency power supply**
 - **Finished cab floor**
 - **Onsite dumpster**

Contractors must be certified by AZ Registrar of Contractors to perform maintenance or repairs on the elevator. Contractor will be required to provide proof of certification prior to award of contract and keep the same up to date.

Contractor will need to submit the price sheet (Form B) and include round-trip trip charges, hourly, overtime, emergency rates, material costs and all associated fees to perform services when applicable per the fee schedule (Form B).

SECTION 2: Solicitation Process Requirements

2.1 Communications with the City:

All communications regarding this solicitation must be in writing via e-mail to the Contract Specialist. Unless authorized, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Contract Specialist for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's Contract Specialist for this solicitation is:

Michelle Chavez
 CDBG / Community Development Coordinator
 City of Prescott
 Community Development Department
 Phone: 928-777-1205
 E-mail: michelle.chavez@prescott-az.gov

2.2 Proprietary Material:

Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any form or any liability to the Bidder in the event that the City must legally disclose these materials.

2.3 Multiple Bids:

A Bidder may submit multiple bids for any solicitation, however, each bid must be submitted separately (in its own complete package) from the others.

2.4 Delivery of Bids:

Sealed bids (one (1) original and one (1) copy) must be received at the office of the City Clerk no later than the date and time listed the Schedule of Events. The bids will be opened and read publicly in the Council Chambers at that time.

The bid should be addressed to:
 City Clerk's Office
 City of Prescott
 201 S. Cortez Street
 Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) in a sealed envelope. The envelope should be clearly marked "IFB# 2019- CDBG PY19 US VETS Elevator Project". The envelope should identify the Bidder's name, mailing address, and the time and date of opening. The City shall not consider late bids, e-mailed bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will not be considered and returned unopened.

2.5 Cost of Bids:

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

- 2.6 **Errors in Bids:**
Bidder is responsible for all errors or omission in its bid, and any such errors or omission will not serve to diminish its obligations to the City.
- 2.7 **Withdrawal of Bids:**
A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Schedule of Events. No bid may be withdrawn for a period of 120 calendar days after the bid due date and time.
- 2.8 **Changes in Bids:**
Prior to the bid due date and time listed in the Schedule of Events, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.
- 2.9 **Rejection of Bids:**
The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.
- 2.10 **Disposition of Bids:**
All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.
- 2.11 **Incorporation of Solicitation and Response in Agreement:**
This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.
- 2.12 **Protests:**
Any protest or notice that a bid is non-responsive must be filed by 5:00 p.m. up to fourteen (14) calendar days after award notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the Contract Specialist via e-mail. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.
- 2.13 **Bid Submittal:**
Bid (one (1) original and one (1) copy) must be sealed, and the envelope must clearly indicate the information as described in Section 2.4. Bidder must fully complete and submit the following documents:
- 2.13.1 Bid Form A - Solicitation Response Cover Sheet
 - 2.13.2 Bid Form B - Price Sheet
 - 2.13.3 Bid Form C - Bid Certification
 - 2.13.4 Bid Form D - Non-Collusion Certificate
 - 2.13.5 Bid Form E - Certificate of Ownership
 - 2.13.6 Bid Form F - Bidder Qualifications, Representations and Warranties
 - 2.13.7 Bid Form G- References

SECTION 3: GENERAL TERMS AND CONDITIONS**3.1. Entire Agreement:**

This Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Supplier. The City's Specifications, all addenda to the Specifications and the Supplier's response to the Specifications are explicitly included in this Contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's Specifications; the Supplier's response to the Specifications.

3.2 Term:

The initial term of the contract shall be for a period of one (1) year. The contract may be extended with the mutual consent of the City of Prescott and Supplier.

The City may administratively extend the Contract pursuant to this paragraph without additional City Council approval. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI) for All Urban Consumers, not to exceed upwards or downwards of three (3) percent.

3.3 Freight:

Prices include freight prepaid and allowed. The Supplier assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

3.4 Title:

Prices are F.O.B. destination. Title to items and risk of loss remain with Supplier until City receives items at the delivery point.

3.5 Overages:

Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Supplier's expense.

3.6 Schedule:

Unless a change in schedule is requested, the supplier shall deliver the items or render the services as stated in the Contract. At the City's option, the supplier's failure to timely deliver or perform may require expedited shipping at the supplier's expense, or may be cause for termination of the Contract and the return of all or part of the items at the supplier's expense. If the supplier anticipates difficulty in meeting the schedule, the supplier shall promptly notify of such difficulty and the length of the anticipated delay.

3.7 Payment:

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

3.8 Unlawful Overcharges:

The Supplier assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.9 Price Warranty:

The Supplier warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Supplier warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.10 Date Warranty:

Supplier warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Supplier by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Supplier shall send, at Supplier's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Supplier shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

3.11 Equal Employment Opportunity:

During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3.12 Diversity:

The City encourages the Supplier to employ a workforce reflective of the region's diversity.

3.13 Discrimination in Contracting:

The Supplier shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Supplier shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.14 Record-Keeping:

The Supplier shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Supplier's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Supplier shall also maintain all written quotes, bids, estimates, or proposals submitted to the Supplier by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Supplier shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

- 3.15 **Publicity:**
The Supplier shall not advertise or publish the fact that the City has contracted to purchase items from the Supplier without the City's prior written approval.
- 3.16 **Proprietary and Confidential Information:**
The Supplier acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Supplier, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Supplier in the event that the City must disclose these materials by law.
- 3.17 **Indemnification:**
Required pursuant to Supplier Agreement Language.
- 3.18 **Insurance:**
Required pursuant to Supplier Agreement Language.
- 3.19 **Compliance with Law:**
The Supplier, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.20 **Licenses and Similar Authorizations:**
The Supplier, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.21 **Taxes:**
The Supplier shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Contract.
- 3.22 **Americans with Disabilities Act:**
The Supplier shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Supplier is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Supplier shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.23 **Adjustments:**
The City, at any time may make reasonable changes in the place of delivery, replacement or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Supplier may accommodate without substantial additional expense to the City.
- 3.24 **Amendments:**
Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Supplier is otherwise notified, the City's Facilities Manager shall be the City's authorized agent.

- 3.25 **Assignment:**
Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Supplier may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.26 **Binding Effect:**
The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.27 **Waiver:**
The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.28 **Applicable Law:**
This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.29 **Remedies Cumulative:**
Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.30 **Severability:**
Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
- 3.31 **Gratuities:**
The City may, by written notice to the Supplier, terminate Supplier's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Supplier or any agent thereof to any City official, officer or employee.
- 3.32 **Termination:**
- 3.32.1 **For Cause:**
Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- Notice of Cancellation: This Agreement may be terminated upon ten (10) days written notice, with or without cause or upon completion of services. If terminated, the Supplier shall be paid for authorized services satisfactorily performed to the date of the Supplier's receipt of such termination notice.
- 3.32.2 **For Reasons Beyond Reasonable Control of a Party:**
Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- 3.32.3 **For Public Convenience:**

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Supplier shall be paid for all items accepted by the City.

3.32.4 **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.32.5 **Major Emergencies or Disasters:**

The City is committed to preparing thoroughly for any major emergency or disaster situation. The following provision shall be in effect during major emergencies or disasters:

The Supplier, in support of public services, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. Supplier shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Supplier is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Supplier, the Supplier shall make such delivery as soon as practicable. If the Supplier is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Supplier shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Supplier is unable to provide such goods and/or services as requested by the City, the Supplier may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Supplier has obtained prior approval from the City for such substitution. The Supplier shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Supplier incurring unavoidable additional costs and causes the Supplier to increase prices in order to obtain a fair rate of return, the Supplier shall provide the City with appropriate documentation of the additional costs. The Supplier acknowledges that the City is procuring such goods and/or services for the benefit of the public. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.32.6 **Award:**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax, disbarment or judgment liens. The City has the right to a probation period for the contractor if it deems necessary.

3.2. Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 4: STANDARD BID INFORMATION

4.1 Default by Bidder:

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Facilities Manager.

4.2 Cash Discounts:

No cash discounts are available for this contract.

4.3 Warranty:

Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) Supplier. That one Supplier shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The Supplier's responsibility shall

include all warranty involving sub-contractors. The Supplier shall supply a warranty on all parts and workmanship from the initial delivery date. The Supplier shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.5 Litigation:

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute, court rule, or common law.

4.6 Cooperative Use of Contract:

This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted Supplier. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.7 Brand Names:

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

4.8 Proposal:

All standard specifications and details referenced unless otherwise noted shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revision, and to the most current edition of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments, Arizona, including revisions thereto.

4.9 Bidding Requirements and Conditions:

Bidder must be able to meet all governmental regulatory agency requirements including the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration and the National Occupational Safety and Health departments.

SECTION 5: INSTRUCTIONS FOR SUBMITTAL FORMS:

5.1 Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C - Bid Certification: Bidder shall complete, sign, and submit Form C.

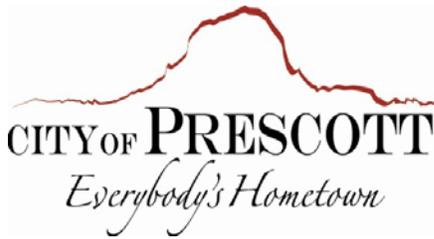
5.4 Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.

5.5 Form E - Certificate of Ownership: Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F - Bidder Qualifications, Representations and Warranties
Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.

- 5.7 Form G- Bidder shall provide three (3) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record.
- 5.8 Form H – Bidder shall submit signed certification of Federal Labor Provisions
- 5.9 Form I - Bidder shall sign and submit signed certification of Federal Contract Provisions and Anti-Lobbying rule.
- 5.8 Offer and Acceptance-Bidder shall complete offer portion of the form.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Description.....US VETS Elevator Project- CDBG PY19-005

Please note all that apply:

- Addenda Number(s) Received (if any)

- Original Forms A through G plus two (2) photocopies

Business Name: _____

Business Address: _____

Business E-Mail: _____

Business Phone: (____) _____

Business Fax: (____) _____

Business Contact: _____

Supplier Comments: _____

Dated this ____ day of _____ 2019.

Signature

Title

Non-PM related repairs price

Trip Charge (round trip) \$ _____

Hourly Rate \$ _____

Overtime Rate \$ _____

Emergency Rate \$ _____

Material/Parts-Cost + \$ _____

FORM B.1 - SUBCONTRACTORS LIST (RETURN WITH BID)

Company Name and ROC License Number	Mailing Address	Phone Number
1		
2		
3		
4		
5		
<p>Note: Davis Bacon Act and Wage Determination are a requirement for all project labor and tradesman. Please inform the project subcontractors of this contract condition and the administrative payroll and recordkeeping requirements.</p>		

Dated this _____ day of _____ 2019.

Signature

Title

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

C.1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C.3** That the Bidder’s bid consists of the following:
1. Form A – Solicitation response cover sheet
 2. Form B – Price Sheet
 3. Form C – Bid Certification
 4. Form D – Non-Collusion Certificate
 5. Form E – Certificate of Ownership
 6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – Subcontractor’s List
 7. Form G-References
 8. Form H- Federal Labor Provisions Certification
 9. Anti Lobbying Certification (pg. 28)

C.4 That the bid is valid for 120 days.

Dated this _____ day of _____ 2019.

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the City of Prescott for consideration in the award of this solicitation.

Dated this _____ day of _____ 2019.

Signature

Title

Form E – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder’s business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2019.

Signature

Title

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

F1 Meets Minimum Specifications

<p>The successful supplier(s) must demonstrate that they have sufficient capabilities and available resources to meet the product and/or service requirements of this solicitation. Do you meet all the requirements of this solicitation?</p>	<p>YES</p>	<p>NO</p>
--	------------	-----------

F2 Taxes and Liens - Bidder has no unsatisfied tax, judgment lien or disbarment on record.

F3 Subcontractors – Bidder submits as Attachment 1 to this Bid Form F a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

F5 Bidder’s Examination - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2019.

Signature

Title

Form G-References

The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail _____

Reference #2

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail _____

Reference #3

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including the City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

FORM H – BIDDER CERTIFICATION OF FEDERAL LABOR AND CONTRACT PROVISIONS DESCRIBED IN APPENDIX I. AND II. (RETURN WITH BID)

I _____ having read and understand the contract obligation of Appendix I and II. On behalf of Contractors name _____ on this _____ Day of _____, 2019.

I1 Appendix I: FEDERAL LABOR STANDARDS PROVISIONS – Davis Bacon Act

I2 The Appendix IA, Federal Labor Standards Provisions and Davis Bacon Wage determination are hereby incorporated into this Request for Quote and the Contractor shall make themselves aware of all conditions and requirements contained therein as it relates to this contract. Davis-Bacon Act prevailing wages payable to laborers and mechanics employed on covered construction work;

I3 The Davis-Bacon Act.

This Act applies to contracts in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. The Act requires all contractors and subcontractors to pay the various classes of laborers and mechanics employed on the site of the work on the contract the wage rates and fringe benefits determined by the S/L to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In addition, the Act requires that certain labor standards provisions be specified in the contract awarded to the successful bidder (see 29 CFR § 5.5 (a)). An applicable wage determination must also be included in the contract documents.

I4 In case of discrepancy between any clause, condition, requirement, or wording between those documents contained in Appendix A and any other contract quote document, the requirements of Appendix A shall take precedence.

I5 Appendix II: The Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, 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.

(Printed name of authorized contractor or agent)

(Signature of authorized Contractor or agent)

(Title)

(date)

(Printed name of Company)

(date)

Appendix I - FEDERAL LABOR STANDARDS PROVISIONS – Davis Bacon Act

The attached Davis Bacon Wage guidelines are hereby incorporated into this Request for Quote and the Contractor shall make themselves aware of all conditions and requirements contained therein as it relates to this contract. Davis-Bacon Act prevailing wages payable to laborers and mechanics employed on covered construction work;

The Davis-Bacon Act.

This Act applies to contracts in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. The Act requires all contractors and subcontractors to pay the various classes of laborers and mechanics employed on the site of the work on the contract the wage rates and fringe benefits determined by the S/L to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In addition, the Act requires that certain labor standards provisions be specified in the contract awarded to the successful bidder (*see* 29 CFR § 5.5 (a)). An applicable wage determination must also be included in the contract documents.

In case of discrepancy between any clause, condition, requirement, or wording between those documents contained in Appendix B and any other contract quote document, the requirements of Appendix I. shall take precedence.

The HUD documents to reference include:

HUD – 5370-EZ: General Contract Conditions for Small Construction/ Development Contracts

HUD – 4230- A Request for additional Classification and Wage Rate

Department of Labor Forms Appendix I. (a) :

Prevailing Wage for Yavapai County can be found on-line here: https://beta.sam.gov/wage-determination/AZ20190034/5?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Building&state=AZ&county=16202&page=1

Federal Davis Bacon Time Sheets can be found on-line here: <https://www.dol.gov/whd/forms/wh347.pdf>

Prevailing Wage Posters can be found her: <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>

APPENDIX II - Federal Contract Provisions – (Contract Requirement)

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

1. **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.
2. **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.
3. **And, Rehabilitation Act of 1973, Section 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;
4. **And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to

discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act.

5. **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.
6. **And, Americans with Disabilities Act of 1990**, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."
7. **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.
8. **And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

B. EQUAL EMPLOYMENT OPPORTUNITY - During the performance of the contract, the CONTRACTOR agrees as follows:

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

5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The 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, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to

any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

E. 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 CITY of Prescott.
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 CITY of Prescott that develops at any time during this contract will be immediately disclosed to the CITY of Prescott.

F. ANTI-LOBBYING CERTIFICATION - 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.

G. These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, 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.

Contractor Certification:

(Printed name of authorized signer)

(signature of authorized signer)

(Title)

(date)

(Printed name of firm)

(date)

Appendix III – Sample Contract



**SUBRECIPIENT AGREEMENT
BETWEEN THE
CITY OF PRESCOTT AND _____
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this 1st day of July, 2019 by and between the City of Prescott (herein called the "Grantee") and US VETS (herein called the "Subrecipient"). WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

_____ will use this funding for construction materials to build ...

B. National Objectives

All activities funded with CDGS funds must meet one of the CDSG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.* The Sub recipient certifies that the activity (ies) carried out under this Agreement will benefit low and moderate income persons or clientele (LMI, LMC). The description of how the National Objective will be met is in the Activities section.

C. Levels of Accomplishment -Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance. The Subrecipient agrees to provide the following levels of program services:

OUTCOMES:

Proposed Project Schedule	
Dates	Major Project Activity
July, Aug, Sept 2019	
Oct, Nov, Dec 2019	
Jan, Feb, Mar 2020	
April, May, June 2020	

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date agreement is signed and end on June 30, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Budget Line Item	Amount
Ex. Materials	
Ex. Admin	
Ex. Labor (Davis Bacon Rules Apply)	
Total	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

Michelle Chavez, CDBG Coordinator
 City of Prescott
 201 S. Cortez
 Prescott, AZ 86303
 928-777-1205
Michelle.chavez@prescott-az.gov

Subrecipient

VI. SPECIAL CONDITIONS

No Special Conditions

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year period, whichever occurs later.

3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the 24 CFR 570.508 (local governments) and 570.490(c) (States) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs : The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in *effect* during any period that the Subrecipient has control over COBG funds, including program income.

6. Audits & Inspections All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. **Program Income** The Subrecipient shall report [insert frequency of reports, e.g., "monthly"] all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with COBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. **Indirect Costs** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. **Payment Procedures** The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. **Progress Reports** The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. **Compliance** The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. **OMB Standards** Unless specified otherwise within this agreement, the Subrecipient shall procure

- all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
3. Travel The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans

with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its Page 9 obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are AfroAmericans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications The Subrecipient will send to each labor union or representative of workers with which it 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 worker's representative of the Subrecipient's commitments hereunder, and shall post copies

of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, a" contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in a" such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and a" applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfil" these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in a" subcontracts executed under this Agreement: Page 11 "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment

be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contractor understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any Page 12 subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying The Subrecipient hereby certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- Lobbying Certification This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.2000), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401 , *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). Lead-Based Paint The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

C. Historic Preservation The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS The section headings and subheadings contained

in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Greg L. Mengarelli, Mayor

Attest:

Approved as to Form:

Maureen Scott, City Clerk

Matt Podracky, City Attorney

