



Contract Packet

Professional Services

Includes:

1. Contract Packet for Professional Services
2. Sample Disbursement Request form

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Professional Services

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process for professional services (architecture and engineering services). Please review this packet prior to bidding. This packet should not be used for the construction phase of a project.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.
- Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

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Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) (“EPA’s 10% statute”). Encourages recipients to award construction, supply and professional service contracts to minority and women’s business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://www.sam.gov/SAM/>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

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Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over \$10,000:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

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

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

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

*** More information about DBE requirements can be found at <https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>*

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Prohibition on Certain Telecommunication and Video Surveillance Equipment

Public Law 115-232, enacted August 13, 2020

WIFA borrowers must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (<https://sam.gov/SAM/>).

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- **Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

There is no exhaustive list of components and services that fall under the prohibition. Borrowers and contractors should be particularly mindful of project components with internet or cellular connections. For example, automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures. Items included in the prohibition are not eligible costs, and WIFA cannot reimburse borrowers for these costs.

Water Infrastructure Finance Authority Requisition 1, Page 1 of 6
Certifications & Signatures
«Borrower Name»
«Loan_Number»

This disbursement request is made in accordance with the Loan Agreement between the Water Infrastructure Finance Authority and the Borrower.

Borrower Certifications

The Borrower hereby states as follows:

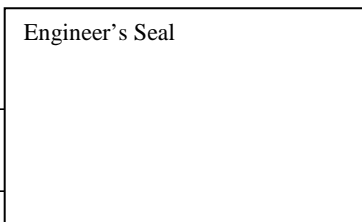
1. The amount requested is a proper and accurate cost of the project, which is unpaid or unreimbursed and which has not been the basis of any previous request.
2. The materials, equipment, labor or services represented by this request have been satisfactorily purchased, performed, or received and applied to the project and under the terms and provisions of the contracts related to the project, the Borrower is required to make such payments.
3. As of the date of this request, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time, would constitute an Event of Default thereunder.
4. The undersigned are duly authorized to submit this disbursement request.

By _____
Title _____
Dated _____

By _____
Title _____
Dated _____

Engineer Certifications

The Engineer certifies that the amounts requested constitute proper costs of the project; that the materials, equipment, labor and services represented by the invoices have been satisfactorily purchased, received, and applied to the project in accordance with contract documents; that payment is in accordance with the contract provisions and that the construction, to date, complies with the contract documents. This certification is not applicable to administrative costs.



By _____
Dated _____

Title _____
Firm _____

Approvals by the Water Infrastructure Finance Authority

By _____
Controller
Dated _____

By _____
Environmental Manager
Dated _____

Water Infrastructure Finance Authority Requisition 1, Page 2 of 6
Davis-Bacon Compliance Certification

«Borrower Name»

«Loan_Number»

Davis-Bacon Compliance Certification

The Loan Agreement Addendum - Wage Rate Requirements for Compliance with P.L. 111-88 requires that all laborers and mechanics employed by contractors and subcontractors on projects funded with this loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the subchapter IV of chapter 31 of title 40, United States Code.

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Borrower, that is, the entity that receives a loan from WIFA.

As the Borrower, you are required to receive this documentation and the documentation must be available at the request of WIFA or EPA. It is further required, as to each payroll copy received, the Borrower shall provide written confirmation in a form satisfactory to WIFA indicating whether or not the project is in compliance with the requirements of 29CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week.

Each Disbursement Request submitted requesting loan funds requires certification of compliance with Davis-Bacon including the requirements outlined above. Please sign below certifying that during the period covering this disbursement request, payroll copies have been received and the project is in compliance.

Signature

Date

Water Infrastructure Finance Authority Requisition 1, Page 3 of 6 Cost Incurred Report and Disbursement Request

«Borrower Name»

«Loan_Number»

Type of Request:	Select One	Period Covered:		to	
		<small>(mm/dd/yy)</small>			<small>(mm/dd/yy)</small>

*If final, please complete page 6.

Borrower Contact & Address:

«Borrower Name»
 «LA3_Mailing_Address_Street»
 «LA4_Mailing_Address_City», Arizona
 «LA5_Mailing_Address_Zip»

Wire Transfer Instructions (Optional)

Bank Name:	
Bank ABA Number:	
Account Number:	
Reference:	
Attention:	
Phone:	

Contact Name:

Phone #:

Attach statements, invoices, or other proof that the amount requested below is currently due or has been advanced by the Borrower.

Request by Budget Item * (1)	Loan Budget * (2)	Previously Disbursed (3)	This Request (4)	Total to Date (5)=(4)+(3)	Budget (6)=(5)/(2)	Balance (7)=(2)-(5)
Planning	«DR1_Budget_Planning»			\$0.00	#VALUE!	#VALUE!
Design & Engineering	«DR2_Budget_Design_Eng»			\$0.00	#VALUE!	#VALUE!
Legal/Debt Authorization	«DR3_Budget_Legal_Debt_Auth»			\$0.00	#VALUE!	#VALUE!
Financial Advisor	«DR4_Budget_Financial_Advisor»			\$0.00	#VALUE!	#VALUE!
Land/System Acquisition	«DR5_Budget_Land_System_Acq»			\$0.00	#VALUE!	#VALUE!
Equipment/Materials	«DR6_Budget_Equip_Materials»			\$0.00	#VALUE!	#VALUE!
Construction/Installation/ Improvement	«DR7_Budget_Const_Inst Impr»			\$0.00	#VALUE!	#VALUE!
Inspection & Construction Management	«DR8_Budget_Insp_Const_Mgmt»			\$0.00	#VALUE!	#VALUE!
Project Officer	«DR9_Budget_Project_Officers»			\$0.00	#VALUE!	#VALUE!
Administration	«DR10_Budget_Administration»			\$0.00	#VALUE!	#VALUE!
Staff Training	«DR11_Budget_Staff_Training»			\$0.00	#VALUE!	#VALUE!
Capitalized Interest	«DR12_Budget_Cap_Interest»			\$0.00	#VALUE!	#VALUE!
Other	«DR13_Budget_Other»			\$0.00	#VALUE!	#VALUE!
Refinancing/Rollover Loan	«DR15_Budget_Refinance»			\$0.00	#VALUE!	#VALUE!
Totals	«DR14_Budget_Total_Requested»	\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!

* If adjustments to the loan budget categories are necessary, please contact your project manager:
 Sara Konrad at 602-364-1319, Nicole Petker at 602-364-1321 or Brandon Nguyen at 602-364-1326

Water Infrastructure Finance Authority Requisition 1, Page 4 of 6
Invoice Detail Report
 «Borrower Name»
 «Loan_Number»

- A. Within Column A in the table below, list each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request. List subcontractors separately only if separately invoiced.
- B. Within Column B, detail each invoice number and date included with this disbursement request.
- C. Within Column C, enter the amount paid or payable for each invoice listed in Column B. The total for Column C must equal the total requested on page 3 of this request.

A	B	C
Contractor/Subcontractor/Vendor Name	Invoice # and Date	\$ Amount
Total of Column C must equal total requested on Page 3, Column 4 of this Requisition		\$0.00

Should you require additional pages to list invoices please contact your project manager:
 Sara Konrad at 602-364-1319, Nicole Petker at 602-364-1321 or Brandon Nguyen at 602-364-1326

Water Infrastructure Finance Authority Requisition 1, Page 5 of 6
Status Report
 «Borrower Name»
 «Loan_Number»

1. Provide a narrative summary in one or two paragraphs of the work included in this requisition:

2. Since the previous requisition, have total project cost estimates changed by 5% or more due to a Change Order or other project event? If Yes, explain below.

Select One

3. Are the Borrower, contractors, and subcontractors current on all reporting requirements of the Loan Agreement, Standard Terms and Conditions, Exhibits and Addendum? If No, explain below.

Select One

4. Weekly payrolls filed by prime contractor and all sub-contractors are on file with the owner and have been reviewed. If No, explain below.

Select One

Date Payroll Last Checked

5. Certification has been obtained or is in the process of being obtained for all American Iron and Steel Products. If No, explain below.

Select One

6. Report on Disadvantaged Business Enterprises (DBE): list all Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) included in this requisition.

Contractor/Subcontractor/Vendor Name	MBE or WBE	Code 1 = Construction 2 = Supplies 3 = Services 4 = Equipment	Amount

**Water Infrastructure Finance Authority Requisition 1, Page 6 of 6
Future Disbursements & Final Deobligation Authorization**

«Borrower Name»

«Loan_Number»

Within the table below, estimate future loan disbursements.

Loan Obligation Remaining	#VALUE!
---------------------------	---------

# of Weeks from Requisition Date	Estimated Disbursements
Less than 4 Weeks	
Between 4 and 12 Weeks	
Between 12 and 26 Weeks	
More than 26 Weeks	
Total Estimated Disbursements	\$0.00
Estimated De-Obligation	#VALUE!

Final Deobligation Authorization

Only fill out the portion below if this is your final disbursement request and you are requesting a deobligation of the remaining loan balance.

This confirms that «Borrower Name» is deobligating the amount of _____ on loan number «Loan_Number», and therefore acknowledges that WIFA has completed its obligation to make disbursements on the loan.

Name: _____

Title: _____

Signature: _____

Dated: _____

(Authorized Representative)

If you have any questions regarding this form, please contact your project manager:
Sara Konrad at 602-364-1319, Richard Mendolia at 602-364-1321 or Brandon Nguyen at

602-364-1326