



SOLICITATION AMENDMENT

Solicitation No: P13-0013
 Description: Design Services for Deer Valley Rd; 109th Ave to Lake Pleasant Pkwy
 Amendment No: One (1)
 Solicitation Due Date: October 8, 2012
 Solicitation Due Time: 5:00 p.m.

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The following information is added to the Scope of Work:

Legal Descriptions & Exhibits

New right-of-way and Temporary Construction Easements (TCEs) may be required for this project. The consultant will prepare legal descriptions and parcel exhibits for the required right-of-way and TCEs. The total number of descriptions has not been determined. The City will provide Title reports to the consultant for parcels requiring right-of-way. No Title reports will be provided for TCEs. The City will conduct the work associated with the appraisal process, negotiations, acquisition, and document recording.

Geotechnical Investigation/Pavement Design

Geotechnical investigation and pavement design will be completed by the consultant. The work is generally described as follows:

Drill four bore holes for laboratory testing. Prepare a geotechnical report that summarizes the results including, pavement design based on future traffic volumes, sub-grade support of utilities and new pavement, and trench conditions for storm drain construction.

Maricopa County Department of Transportation

MCDOT is currently in the design phase of the Agua Fria River Crossing. MCDOT has stated they will not provide plans and specifications until a consultant is under contract with the City.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 27, 2012

at Peoria, Arizona

Lisa Houg, CPPB
Contract Officer



City of Peoria, Arizona Notice of Request for Proposal for Professional Services



Request for Proposal No:	P13-0013	Proposal Due Date:	October 8, 2012
Services:	Design Services for Deer Valley Rd; 109 th Ave to Lake Pleasant Parkway	Proposal Time:	5:00 P.M. AZ Time
Project No:	EN00395	Purchasing Agent:	Lisa Houg, CPPB
Location:	City of Peoria, Materials Management	Phone:	(623) 773-7115
Mailing Address:	9875 N. 85 th Avenue, 2 nd Floor, Peoria, AZ 85345		

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Telephone: _____ Fax: _____

Name: _____ Email: _____

_____ Company Name	_____ Authorized Signature for Offer
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_____ Address	_____ Printed Name
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_____ City	_____ State	_____ Zip Code	_____ Title
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ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: _____ City Clerk CC: _____ Contract Number: _____ Official File: _____ <div style="text-align: center;">City Seal</div>	City of Peoria, Arizona. Effective Date: _____ Approved as to form: _____ Stephen M. Kemp, City Attorney Contract Awarded Date _____, _____. _____ Dan Zenko, Materials Management Supervisor
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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

9875 N. 85th Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

11. AWARD OF CONTRACT:

a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically 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. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (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 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 agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with



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the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no



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effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.



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37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P13-0013**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Design Services for Deer Valley Rd; 109th Ave to Lake Pleasant Parkway.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Not-to-Exceed.
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
7. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
8. **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Development and Community Services Building:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room, 1st floor

DATE: Tuesday, September 25, 2012

TIME: 2:00 p.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

9. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed twelve (12) pages in length.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Approach. (450 points)



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- b. Firm Experience and Similar Projects. (250 points)
 - c. Staff Capabilities and Assignments. (250 points)
 - d. Conformance to RFP (50 points)
12. **Interviews:** If interviews are needed, the final selection scoring will start over and be based on the presentation and interview scores only.
 - a. Presentation (500 points)
 - b. Response to Questions (500 points)
 13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
 14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
 15. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
 16. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
 17. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
 18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
 19. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
 20. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
 21. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
 22. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.



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23. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

24. **Required Insurance Coverage:**

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than



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\$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

25. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

26. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

27. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability



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- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent Consultant; therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

28. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

29. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:



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- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
31. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.

34. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.gov/accommodations.php>

35. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at

<http://www.peoriaaz.gov/content2.aspx?ID=2071>

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management “Administrative Guidelines” and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the “Learn more About” box on the right side of the web page.



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I. PROJECT DESCRIPTION

The Maricopa County Department of Transportation is currently in the process of designing a new Agua Fria River crossing extending from El Mirage Rd and Williams Rd to 109th Ave and Deer Valley Rd. In anticipation of the traffic and environmental impacts from the County’s project on the City’s section of Deer Valley Rd from 109th Ave to Lake Pleasant Pkwy and the surrounding neighborhoods the City is planning to meet with the residents and address concerns; such as, conducting a noise study, raising the existing privacy walls, constructing new walls or adding landscape material by open space, traffic control for a school crosswalk and evaluate a roundabout at 109th Ave and Deer Valley Rd, drainage and paving modifications at 107th Ave and Deer Valley Rd, traffic signalization or roundabout at 107th Ave and Deer Valley Rd, raised landscape median, and modify ADA ramps at each intersection.

The Circulation Element (Fig 3-1) of the General Plan identifies the County’s proposed Agua Fria River crossing extending from 115th Av and El Mirage Rd to 109th Ave and Deer Valley Rd as a future arterial roadway and identifies Deer Valley Road between 109th Ave and Lake Pleasant Pkwy is designated as a arterial. The Street Classification Map currently identifies the County’s proposed project as a major collector and the City’s section of Deer Valley Rd as a major arterial. The Planning and Community Services Department is in the process of updating the Street Classification Map to revise the classification of the County’s proposed project from a major collector to an arterial.

Recognizing that the traffic volumes will increase to approximately 19,000 ADT by 2015 as a result of the County’s project the City desires to hire a consultant to conduct public meeting(s), document the concerns of the residents, develop solutions, and prepare final plans and specifications as required to construct the improvements recommended by the solutions. The City reserves the right to amend the contract with the consultant to provide post design services as needed. Post design services will be negotiated separately. A detailed description of the project elements are provided below.

Elements of the project include:

- Evaluate pedestrian crosswalk and/or a roundabout at 109th Ave and Deer Valley Rd
- Drainage and pavement modifications at Deer Valley Rd and 107th Ave
- Traffic Signalization or roundabout at Deer Valley Rd and 107th Ave
- Noise study – Deer Valley Rd; Lake Pleasant Pkwy to 109th Ave
- Raise existing privacy wall and/or constructing new walls - Deer Valley Rd; Lake Pleasant Pkwy to 109th Ave
- Raised landscape median– Deer Valley Rd; Lake Pleasant Pkwy to 109th Ave
- ADA ramp modifications
- Possibility of additional landscape/irrigation system along Deer Valley Rd at common/basin areas

Project Schedule

Design: January 2013 – December 2013
Land/Easement Acquisition: January 2013 – December 2013
Construction: July 2014 – January 2015

Utility Improvements

Coordinate with all utility companies and homeowner associations/representatives identified as owning



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facilities in the project limits. Specifically:

- Coordinate with El Paso Natural Gas must be conducted to determine whether any additional pipe protection is required and evaluate the ride ability of the EPNG concrete pipe protection
- Coordinate with Arizona Public Service (APS) regarding potential modifications to the existing landscape under the 69Kv power line.

Roadway Improvements

Deer Valley Rd is an existing four-lane urban roadway section with curb, gutter, and sidewalks. The typical section consists of a PE-010-3 standard section providing a 13-foot median, 11-foot through lanes, and 5-foot shoulders in each direction. The proposed roadway improvements include:

- The intersection of 109th Ave and Deer Valley Rd will be evaluated for a pedestrian crosswalk and/or a roundabout.
- The intersection of 107th Ave and Deer Valley Rd will be evaluated for a signalization versus a roundabout.
- Drainage improvements and reconstruction of 107th Ave and Deer Valley Rd.
- Micro-seal and re-stripe and sign Deer Valley Rd between 109th Ave and 107th Ave to match the proposed striping for the County project to the west and the existing striping layout to the east.
- A raised, landscaped median from 109th Ave to Lake Pleasant Pkwy. Median openings will be constructed at each of the intersections.
- Updating ADA ramps at each of the intersections or mid-block crosswalks.
- Raise privacy walls/possible construction of new walls.

Landscape Improvements

Landscape and irrigation will be included in the medians and the need for enhanced landscape adjacent to the open areas/common areas/basins. The design will match the existing planting palette.

Traffic Noise Analysis

A noise analysis will be conducted adjacent to existing residential developments along both sides of Deer Valley Rd, a report documenting the finds and noise mitigation recommendations will be provided.

Traffic Noise Mitigation

The existing privacy walls are to be raised to a height measured at minimum 8 feet from top of curb. The existing walls/footings shall be evaluated to determine whether the existing wall can support the additional load. If not, how can the wall be modified to support the additional load/height.

If the wall exceeds 8 feet in height, the consultant shall assist with obtaining an over height wall permit. New walls may be required adjacent to open areas/basins/common areas.

Coordination with Stakeholders

Coordination with City residents will be a critical part of the project. It is anticipated that two public meetings will be held to facilitate communication and disseminate information to the public and stakeholders, particularly regarding modifications to access control.

Design Standards

The project will conform to the following design standards:



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- City of Peoria Infrastructure Design Guidelines, Current Edition
- City of Peoria Supplement to MAG Standard Details, 2012 Edition
- MAG Standard Details, 2012 Edition
- MAG Standard Specifications, 2012 Edition
- A Policy on Geometric Design of Highways and Streets, AASHTO, 2011 Edition
- Manual on Uniform Traffic Control Devices, 2009 Edition
- Flood Control District of Maricopa County (FCDMC) Hydrology and Hydraulics Manuals

II. TASK DESCRIPTIONS

Task 1: Data Research and Collection

The consultant will collect and review available information pertinent to the design of this project. The following information will be provided by the City:

- City Utility Facility Maps
- As-Built Drawings of Existing Roadway and/or Utilities
- Available Aerial Photogrammetric of the Project Area
- Engineering Studies, Master plans, and Reports completed in the Project Vicinity
- Current City Construction Project Data
- Current Zoning Case, Preliminary Plat or Ongoing Development Construction Plan Documents
- Plans and Other Data for Proposed Projects in the Area
- Right-of-Way Maps and Plats within the Project Area

Additionally, the consultant shall obtain available Utility Maps from utility companies identified by Blue Stake in the project vicinity. A site visit will be performed by the consultant, accompanied by City representatives if desired, to confirm existing conditions.

Task 2: Field Survey and Base Mapping

Task 2.1: Control & Field Survey

The consultant shall locate Section Corners, Quarter Corners and centerline monuments within the project area utilizing GPS methods. Control points will be established in the areas where the existing roadway will be widened and where tying in to existing pavement. Data in these areas will be collected utilizing a Robotic Total Station. The other areas within the project limits will be collected utilizing GPS. The control will be horizontally on the City of Peoria Datum and leveled through from a City of Peoria Benchmark. The consultant will meet with the City prior to field survey to verify City coordinate and control systems, as the City recently modified the control network.

The consultant shall:

- Collect topographic features within the project limits to include, edge of pavement, gutter, back of curb, crown, striping, medians and any existing above ground utility features.
- Obtain rim elevation and top of nut elevation for water valves.
- Obtain the rim elevations of the existing sanitary sewer, storm drain and irrigation manholes.
- Obtain the invert elevations of the existing sanitary sewer and storm drain manholes.
- Obtain ground surface to overhead electrical lines at several locations for both APS and SRP 69kV lines and coordinate the specific requirements with these agencies.
- Survey existing sidewalk ramps for ADA compliance analysis.



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Task 2.2: Topographic Base Mapping

The consultant shall create a 3D base map of the topographic features with a surface of 1 foot contour intervals. A 2D base map will be created showing the existing topographic features and above ground existing utility features in Civil 3D 2011.

Task 2.3: R/W Base Mapping

The consultant shall create a base map to include existing section lines, roadway centerlines, and right-of-way and parcel lines. Line work will be based on recorded plats, surveys and deeds obtained from the Maricopa County Assessor's website.

Task 2.4: Utility Base Mapping

The consultant shall contact Blue Stake to determine a list of utility companies within the project limits. Requests for mapping will be sent to each of these companies to obtain quarter section maps and as-built information. The data from the maps along with the existing utility features collected in the field will be used to create utility base mapping.

Task 3: Roadway Design

Plans, specifications and Engineer's opinion of probable construction cost will be provided for the design of the roadway. Plans will include plan and profile sheets (1"=20'), typical sections, roadway details, and cross sections at 100 foot intervals. Roadway design will be in accordance with City of Peoria Infrastructure Design Guidelines.

Task 4: Drainage Report

The drainage design for the project will be documented in the form of a drainage statement. The report will include a narrative describing the project background, issues, approach, assumptions, criteria, and methodologies. The major issues related to this project include:

- Develop alternatives to capture the storm run-off on 107th Ave and storm run-off on Deer Valley Rd approaching the intersection of Deer Valley Rd and 107th Ave, convey the run-off to the existing drainage facilities along the east side of 107th Ave and eliminate the need for the valley gutters. The intersection shall be reconstructed to improve ride ability.
- Evaluate existing drainage improvements at the sump located along the south side of Deer Valley Rd and east of 104th Drive

Task 4.A. Storm Drain Plans

The consultant shall review previous drainage studies and conduct limited hydrologic analysis to confirm on-site flows for existing conditions and the proposed construction. The design storm event for this project is the 10-year, 6-hour storm.

Conduct a pre-design study of the project area to evaluate the use of catch basins and connector pipes to capture and convey the storm run-off 107th Ave and Deer Valley Rd to the existing drainage improvements along the east side of 107th Ave, eliminate the need for the valley gutters and reconstruct the intersection improvements.

Task 5: Signing and Pavement Marking Design

The consultant shall prepare roadway signing and pavement marking general notes, quantities and plans for Deer Valley Rd within the limits of this project, including north and south of Deer Valley Rd at



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Lake Pleasant Pkwy to accommodate the revised geometrics/lane configuration.

The consultant shall conduct an inventory of the existing signs on Deer Valley Rd. Signs impacted by and in conflict with the roadway improvements will be removed. New and relocated signs will be included in signing and pavement marking plans.

Task 6: Traffic Signal

Traffic Signal will be completed by the consultant in accordance with the work generally described as follows:

A traffic signal warrant analysis was previously prepared by MCDOT which confirmed that the intersection of 107th Ave and Deer Valley Rd meets warrants for signalization. The consultant shall prepare a technical memorandum for the intersection of 107th Ave and Deer Valley Rd explaining the findings and conclusions reached by the project team for the signalization of a traffic signal.

The consultant shall prepare the traffic signal plans for the Deer Valley Rd and 107th Ave intersection. The traffic signal plan set will include a plan view sheet and a schedule/diagram sheet for each intersection. The plan view sheet will be prepared at 20-scale and will show the intersection layout with the pole locations, conduit runs, and pull boxes depicted with reference numbers. The pole schedule will show the necessary information to be installed on each traffic signal pole, including pole type, mast arm length, traffic signal heads, and type of mounts, pedestrian heads, luminaries type, and pedestrian push buttons. The conductor schedule will provide the necessary wiring information for the signal, including wire size, conduit size and signal phasing. A detail sheet will be prepared for intersection. Traffic signal timing will also be developed for each intersection and included on the plan sheets. The traffic signals will be designed to City of Peoria standards.

The consultant shall coordinate with APS as required to identify and establish the power source for the proposed traffic signal and assist with the preparation of the request for service letter and the Economic Development Services Department/Building Development Division to obtain the new electrical service address and permit(s).

The design of the traffic signal at Deer Valley Rd and 107th Ave shall include wireless communications capabilities to communication with the existing signal at Deer Valley Rd and Lake Pleasant Pkwy.

Task 7: Landscaping Design

The consultant shall visit the site and inventory the existing palette of landscape material along both sides of Deer Valley Rd. This will include plants, color and style of boulders and decomposed granite, and size and spacing of material. This information will be used to develop a landscape plan adjacent to the basins/common areas, as determined, and the roadway medians.

Task 8: Construction Documents

The consultant will prepare construction plans, specifications, and opinions of probable construction costs for this project in accordance with City of Peoria standards. The following progress submittals will be made:

Task 8.1: Design Concept Submittal (15%)



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A design concept layout will be presented to the City on a roll plot using aerial photographic background. The meeting will serve as an over the shoulder review to solidify roadway geometrics. The concept design shall include the proposed roadway geometry, including preliminary median opening geometrics, intersection layout at Lake Pleasant Pkwy and typical Sections. A landscaping concept including plant density and palette will also be presented.

Task 8.2: Initial Design Submittal (30%)

The initial design submittal will include development of the alignment plans as well as preliminary profiles. Roadway, drainage, water, sewer, and survey control will be included in this submittal. Specific deliverables include: 1-full size and 10-half size plan sets, 3-copies of the Preliminary drainage report, 4-copies of the opinion of probable construction cost, and an electronic CD containing all deliverables in PDF format.

Task 8.3: Preliminary Design Submittal (60%)

The preliminary design submittal will include development of the alignment plans as well as preliminary detail sheets. Roadway, drainage, water, sewer, survey control, landscape, traffic (signing and marking, traffic signal interconnect, and lighting) will be included in this submittal. Specific deliverables include: 1-full size and 10-half size plan sets, 3-copies of the preliminary Drainage report, 4-copies of the opinion of probable construction cost, and an electronic CD containing all deliverables in PDF format.

Task 8.4: Pre-Final Design Submittal (90%)

The pre-final design will include pre-final construction drawings and technical specifications. These documents will incorporate design elements developed in the Preliminary Design submittal along with City comments. Specific deliverables include: 30% plan review comment Summary, 1-full size, 10-half size plans, 3-copies of the final drainage report, 4-copies of the opinion of probable construction cost, 4-copies of draft special conditions/technical specifications, and an electronic CD containing all deliverables in PDF format.

Task 8.5: Final Design Submittal (100%)

The final design documents will be prepared that incorporate 90% City comments. One pre-submittal copy of the 100% plans and technical specifications including the 90% redline review set will be submitted to the City's Project Manager prior to submitting the reproducible documents. Upon authorization from the City's Project Manager, the final submittal will include: 1-full size bond copy plan, 3-half size plans, 3-copies special conditions/technical specifications stamped advertised bid documents, 1-copy opinion of probable construction cost, 2-copies bid schedule, and an electronic CD containing all deliverables in PDF format, TIF files of each individual plan sheet, and original CAD base files.

Submittals will be made to the City's Project Manager. A three week review period is included in the preliminary project schedule for the 30%, 60%, and 90% plan submittals. The review period allows the City to review the design and make comments. Following each review period, a comment resolution meeting will be held with the City to discuss and evaluate the comments. Comments emerging from this comment resolution meeting will be addressed with each subsequent submittal. A written summary of the comments and how they were addressed will be included with each subsequent submittal.



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Drawings will be prepared in AutoCAD 2011 format. Electronic copies will be submitted at the completion of the design in electronic format (both ACAD and Adobe PDF).

Task 9: Specifications & Engineer's Opinion of Probable Construction Cost

Specifications will be produced in accordance with the MAG Standard Specifications and the City provided Boiler Plate document. Technical specifications will be prepared for items not adequately addressed by the standard specifications referenced above. These technical specifications will be incorporated into the bid documents.

Opinions of probable construction cost will be prepared using standard unit costs and item descriptions.

Task 10: Utility Coordination

The consultant shall develop utility base maps as described in Task 2. The consultant will coordinate with utility companies, private Development, and the City to incorporate existing and proposed utilities into the Construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG). The consultant will show all identified existing and proposed utilities (including pothole information) on the paving plan and profile sheets.

The consultant shall conduct the following tasks:

- Submit 30%, 60%, and 90% design plans to each utility reporting facility in the project vicinity for no-conflict review.
- Provide the City with copies of the utility no-conflict review responses.
- Identify potential utility conflicts based on the no conflict reviews and pothole data.
- At the 30% stage, identify underground utilities to be potholed based on the potential conflicts with the proposed improvements.
- Pothole results shall be sealed by a Registered Land Surveyor, and will be provided to the City's Project Manager.
- The final results shall be included as an Appendix in the project specifications.
- Potholing activities are included as an allowance item in this proposal. For the purposes of preparing the proposal, assume a maximum of 15 Potholes. The City will be billed for the actual number of potholes completed.
- Coordinate with the utility companies for relocation design and meet, as necessary, to facilitate relocation design. Utility coordination meetings have been included in this Scope of Work.
- Review the relocation design for conformance with the proposed design and will incorporate the design into the construction plans.

Task 11: Public Involvement

It is anticipated that three public meetings will be held in the City to discuss the project with residents and stakeholders. Two of these meetings will be scheduled during the design phase: after the 30% design submittal/Preliminary Access Management Study and after the 90% design submittal/Pre-Final Access Management Study. The third meeting will be held at the beginning of the construction phase. The consultant shall provide graphic displays and narratives (boards and electronic copies) of the project progress for the meetings. Refreshments will also be provided.

In addition, individual stakeholder meetings will be required to meet with residents of subdivisions with



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no formal HOA.

The City will be responsible for securing a time and location for the meetings and advertising the meetings to the public.

Task 12: Project Management

The consultants Project Manager will be knowledgeable of the project and have responsible charge of the progress of each phase of the project. The Project Manager will be the point of contact for the City and will keep the City informed of all coordination with outside agencies and other affected parties. The Project Manager will be responsible for administrative issues, technical direction of the work, scheduling, and budgetary oversight for the project as well as coordination and reporting with the City's Project Manager.

Task 12.1: Project Coordination

In addition to regular telephone conversations, email and written correspondence with the design team and the City, project coordination will include preparation, attendance, and follow-up minutes for project meetings listed below. Coordination with stakeholders such as developers, MCDOT, Homeowners Associations and neighborhoods for subdivisions that do not have HOAs, other utility companies, and the internal design team, including sub consultants is also covered under this task.

Task 12.2: Meetings

In addition to miscellaneous coordination meetings with the design team and various Stakeholders, the consultants Project Manager and Project Engineer will attend, generate, and distribute minutes (when appropriate) for the following meetings to be held with the City:

- Project Status Meetings with the City
- 15% Design Concept Submittal Meeting
- 30% Comment Review Meeting
- 60% Comment Review Meeting
- 90% Comment Review Meeting
- Miscellaneous Design Meetings
- Survey Coordination Meeting
- Utility Coordination Meetings
- Public Meetings (3)
- Stakeholder Meetings (4)

Task 12.3: Project Schedule

Prior to commencing any design work, the consultants Project Manager and the City's Project Manager will meet to determine the project schedule. The consultant shall provide a preliminary project schedule.

Task 12.4: Quality Control

The consultants Project Manager will be responsible for ensuring that the consultants internal Quality Control Program is followed for this project. Senior engineering staff, not part of the regular design effort of the project, will independently review the design for conformance to design standards, constructability, and quality at each design progress level prior to submittal to the City.



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Task 13: Bidding Assistance

The consultant will assist the City in the bidding phase of the project. This work includes such activities as attending the pre-bid meeting with Contractors, answering questions about the design for Contractors, clarifying the design intent and plans, and assisting the City in addenda preparation.



SUBMITTAL REQUIREMENTS

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I. Proposal Format

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed twelve (12) pages in length, but shall include all of the elements listed below:

A. Project Understanding and Approach

- 1) Discuss the major issues your team has identified on this project and provide a description of the plan and approach your firm will utilize to address those issues. This should tell how/why this approach will achieve success on the project.
- 2) Include any potential items of risk, solutions to the identified risks and any value added options or technical innovations that may be used in executing the work.
- 3) Identify the involvement of the City for which your firm sees as essential for successful completion of the project.
- 4) Describe your firm's QA/QC process.
- 5) Provide a proposed project schedule which addresses the traditional design phases of program validation, schematic design, design development and construction completion.

B. Firm Experience and Similar Projects

- 1) Provide the proposed structure of the design team.
- 2) Capacity to accomplish the work in the required time.
- 3) Past performance on contracts with City governments and private industry in terms of cost control, quality of work, and compliance with performance schedules.
- 4) Location in the general geographical area of the project and knowledge of the locality of the project.
- 5) Provide a minimum of three (3) references for projects of similar size and scope.

C. Staff Capabilities and Assignments

- 1) Identify the key members of the design team. Demonstrate the experience and capabilities of each key member.
- 2) Professional qualifications necessary for satisfactory performance of required services.
- 3) Specialized experience and technical competence in the type of work required, including, where appropriate, experience in preparing design reports (traffic and noise), preparing design and construction documents and public involvement capabilities.

II. Evaluation Criteria

In accordance with the ARS Title 34, awards shall be made to the responsible offeror who is determined to be the most advantageous to the City, based upon the evaluation criteria. The proposal evaluation criteria is listed below.

- Project Understanding and Approach (450 points)
- Firm Experience and Similar Projects (250 points)
- Staff Capabilities and Assignments (250 points)
- Conformance to RFP (50 points)



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Depending on scoring, the City may shortlist 3-5 firms based on the above criteria to bring forward for interviews. If the selection committee determines the scoring shows an interview is not required then no interviews will be held and the final list will be the rank order scores. If interviews are scheduled, the City requests that all proposed key team members participate in the interview. In addition, the final selection scoring will start over and be based on the interview scores only for the final list. The interview evaluation criteria is listed below.

- Presentation (500 points)
- Response to Questions (500 points)

III. Critical Dates

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed by the City.

September 25, 2012	Pre-Proposal Conference
October 8, 2012	Submittals Due
October 29, 2012	Notification of Interviews, if no interviews notify top ranked firm of selection.
November 7, 2012	Potential Interviews (shortlisted firms only)

IV. General Information

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

The designated purchasing agent is Lisa Houg, Contract Officer. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.



FTP SITE

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The following information can be accessed on the City's FTP website:

- MCDOT DCR – Deer Valley Rd-El Mirage Rd to Lake Pleasant Pkwy
- Appendices
- Record Drawings

FTP SITE ACCESS DIRECTIONS:

Using your Web Browser, enter the following address:

<ftp://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&!v

(password is case sensitive)

You should then see the available file. The file name for this project is P13-0013 – Design Services for Deer Valley Rd; 109th Ave to LPP. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.



QUESTIONNAIRE

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____ , No_____.

If yes, please provide details and documentation of the certification.

Please clearly identify any Exceptions that your firm may have with the City's Terms and Conditions or Scope of Work. If no Exceptions, indicate by stating NO EXCEPTIONS below.