



City of Peoria, Arizona

Notice of Request for Proposal

ORIGINAL



Request for Proposal No:	P09-0067	Proposal Due Date:	April 29, 2009
Materials and/or Services:	Consultant Services for Federal Reporting and Audit Compliance	Proposal Time:	5:00 P.M. AZ Time
Location:	City of Peoria, Materials Management	Contact:	Christine Finney
Mailing Address:	8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone:	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or 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:

Name: Mark Appleby Telephone: 480-649-8080 Fax: 480-649-8864

Com Sense, Inc.
Company Name

2705 East Menlo Street
Address

Mesa Arizona 85213-1550
City State Zip Code

Authorized Signature for Offer

Mark C. Appleby
Printed Name

President
Title

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; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or 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 Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 6/2/09

Approved as to form:

Ellen Van Riper, Assistant City Attorney

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date: June 1, 2009

Official File: _____

Herman F. Koebergen, Materials Manager



ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
4/21/2008

PRODUCER (480)834-9315 FAX: (480)649-0485 LeBaron & Carroll, LLC 1350 E. Southern Ave. Mesa AZ 85204 INSURED Mark Appleby DBA: Com Sense, Inc. 2705 E. Menlo St. Mesa AZ 85213	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE NAIC # INSURER A: Auto-Owners Insurance Co 18988 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____
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COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	45099357	7/2/2008	7/2/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Business Pers. Prop.	45099357	7/2/2008	7/2/2009	2705 E. Menlo St. 38,500 Mesa, AZ 85213 250 DED RC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Proof of Insurance

CERTIFICATE HOLDER *FOR PROOF OF INSURANCE ONLY* Additional Insured City of Peoria	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Grant Massey/CDIC58
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2009PRODUCER Fax# 480-223-0317 Phone# 480-964-7628
WILCOCK & ASSOCIATES INC.
PO BOX 50125

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

MESA, AZ 85208

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Fax# 480-649-8864 Phone# 480-649-8080
MARK APPLEBY DBA COM SENSE INC.
2705 E MENLO STREET
MESA, AZ 85213

INSURER A: COLONY INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	EO404863	06/17/09	06/17/10	EACH CLAIM \$1,000,000 AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Fax# Phone#
CITY OF PEORIACANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

AFTER BAFO

M.C. Appleby, C.E.I #13227
2705 E. Menlo Street
Mesa, Arizona 85213-1550



COM SENSE, INC.

Voice 480/649-8080
FAX 480/649-8864
Appleman@Azcsi.com

<http://www.azcsi.com>

Date: May 8, 2009

Christine Finney, CPPB, Buyer
City of Peoria
Materials Management
8314 West Cinnabar St
Peoria, Arizona 85345

RE: Solicitation Number P09-0067 Additional Material

Dear Ms. Finney:

Thank you for asking about additional information concerning a discussion of scope of proposed work, methodology and special review requirement referenced in our original proposal submission. I have attached this reference for your review and comment.

Included in the attached material is also a specific reference to the "City Involvement" in conduct of review and audit activities we may perform. I want to be clear that our experience is we provide the best reviews by conducting ourselves in concert with standard City processes. While I have outlined our typical interface with City operations in the attachment, I believe project managers will find our reviews to be transparent to their normal work routines. Specific to supplies and equipment, our processes are independent of City support.

Thank you for providing an opportunity to supplement errors and omissions in your proposal review process. Please let me know if you have any additional information needs or clarification on any proposed activity.

Sincerely,

Mark Appleby

ENC. Expended Proposal Content - Supplement May 8, 2009

EXPANDED PROPOSAL CONTENT - SUPPLEMENT May 8, 2009

Scope of Work:

- I. Apply Davis-Bacon requirements properly (includes all associated laws such as the Copeland Anti-kick back Act and compliance checks for suspended or debarred contract agents). Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.
- II. Apply Buy American Act requirements and insure due diligence in confirming they are being met.
- III. Through education and advice, support City Administrator and contractor compliance with labor standards and by American provisions. Provide basic training and technical support to City Administrators and contractors to ensure that they understand their obligations under prevailing wage, buy American provisions and associated reporting requirements.
- IV. Monitor contractor performance. Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers. Perform checking of contractor invoicing that verifies use of American Iron, Steel and Manufactured Goods.
- V. Investigate probable violations and complaints of underpayment or purchases that do not appear to be American standard purchases. Thoroughly explore and document any evidence of violations, especially allegations of underpayment or unexpected foreign acquisition of materials used in contract work.
- VI. At the direction of the City of Peoria pursue debarment and other available sanctions against repeat labor standards violators or failures to remedy purchases which do not meet the buy American purchase agreements. Carry-out a no-tolerance policy toward contractors who continue to violate prevailing wage laws and buy American standards when directed to correct performance deficiencies.

Methodology to Address Scope of Work:

1. Initial pre-bid conference where we will make guides and forms available to participating contractors. Also lines of communication will be confirmed so they may contact us as a resource.
 - A. Current wage rates will be supplied and overviews of categories of contractor
 - B. A contractor guide will be provided which includes forms and clear instructions on the Davis Bacon (and associated law) requirements
2. Perform weekly Wage Rates payroll submissions reviews. This includes confirmation of social security numbers, worker wage rates confirmation and subcontractor certification verification (confirmation the contractor is not debarred or suspended). Typically we would work directly with the submission from the firm who completed the payroll form to ensure it is correct on a weekly basis.
 - A. This is normally conducted as a desk review, but typically the first payroll must be double checked with the payroll manager of the primary contractor to verify this is all subcontractors and all workers. Once we are off to a successful first payroll, normally the others can be considered routine form submissions.
3. Perform 2 times monthly a review of randomly pulled primary contractor invoices for materials to determine compliance with American made materials purchases. Invoice will be matched to the asset installed or to the asset in inventory at the contractors storage and confirmation of such elements as "made in USA" stamping or other designations with American manufacturing notations will be documented in our spot checks.
 - A. Conversely, we may also view an asset installation and request the contractor provide the invoice copy so we can trace the product to the American source.
 - B. Reviews will be both on-site (construction site or product delivery site) and in the primary contractors office. Our experience is there can be hundreds of invoices on some very

small jobs and only a few on large projects. What we will try to do is get a sense of the invoices being generated and choose randomly a minimum of 3 or 4 each month. We will show a chain of review to the American source based primarily on identification marking (if any) on the asset. In those cases without an identification on the asset, we will use the paper invoice to track the product and document the resources who processed the acquisition.

4. We will conduct worker site interviews once every 14 calendar days. These reviews are random selections of workers and verification of all compliance elements of Davis Bacon are documented and then compared to the next payroll sheet which might have documentation of the worker who was interviewed.
 - A. Regular site reviews and discussions with the primary contractors payroll manager will be conducted. All individual reviews will be documented on HUD form 11 as required and this material turned over to the Peoria Contract Administrator at the end of the project.
5. Once the project is completed, final payroll submissions and final hourly rates are confirmed and the complete original Davis Bacon file documented and turned over to the City of Peoria Contract Administrator.
 - A. We will resolve all problems with the primary contractor payroll manager before submitting a project file as "final".
6. Records of contractor reviews with source documents confirming a due diligence in oversight to verify American purchased materials will be turned over to the City of Peoria Contract Administrator.
 - A. A file with copies of source material invoices and a tracking list of how we determined a particular product was American made or of American manufacture will be included with each invoice evaluated.

Addressing Special Review Requirements

Because American Resource and Recovery Act of 2009 is a federal funding source a large number of possible requirements (beyond the Davis Bacon Wage Rate and Buy American Act) could be involved. It is therefore important to have a firm such as ours who have extensive and broad experience in all areas of federal requirements involved in the early stages of implementation.

Depending on the type of activity performed some special requirements may be involved which are not apparent or not currently foreseen in the project activities now being considered. For example, a project could unexpectedly require the relocation of a household and the federal requirements are to comply with the Uniform Relocation Act and meet the requirements of relocation assistance of which my firm is fully aware. Another potential aspect of unexpected action could include investments in a designated 100 year flood zone. These areas require a specific and timed process called the 8-step process that clears the development of a federally funded asset in a flood hazard zone.

Federal funds used to provide any services (such as salaries, equipment acquisitions and provision of services such as counseling or direct assistance...); or construction activity require compliance with NEPA (National Environmental Protection Act) though the federal standards at 24 CFR Part 58. Our firm is licensed through the Environmental Assessment Association #13227 as a Certified Environmental Manager and a Certified Environmental Inspector. We are also EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA under Section 402 of TSCA 40 CFR Part 745, Subpart L on January 12, 2001 good through January 12, 2010 Certification # AZ-1859-1 to fulfill all environmental review requirements. More recently as required on any development site project our firm is certified through the Arizona Game and Fish Department as a Borrowing Owl Surveyor. Our firm is also ASTM certified to perform Phase I Environmental Assessments meeting the "All appropriate inquiry" requirements.

More direct to project activities of wage rate compliance and Buy American provisions, we may make discoveries as a result of primary contractor audits that lead to violations of contract provisions by the contractor or his

subcontractors. In all cases we will bring these circumstances to the attention of the Peoria Contract Administrator. If it is desired that Com Sense, Inc. pursue an investigation beyond "discovery" to information gathering or enforcement of corrective action outside the expected scope of project auditing we have attempted to provide for that in the cost/fee section of this proposal and in a statement provided in the exceptions section of this proposal.

In every project we will assess for other federal requirements that would not be obvious unless there was experience in working federal programs as we will bring and provide to insure project compliance.

Experience Personal and Business

- 27 years experience as primary federal programs review developer and manager with full compliance requirements for projects.
- 12 years independent consulting on Federal Programs including Davis Bacon compliance, Environmental Liability Assessment Phase I, Phase II and Phase III ASTM standard and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.
- Certified Environmental Manager (CEM) and Certified Environmental Inspector license #13227 from the Environmental Assessment Association.
- EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA Certified under Section 402 of TSCA 40 CFR Part 745, Subpart L expires January 12, 2010; EPA certified for Tribal Jurisdictions through January 12, 2010 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.
- HUD Project trained reviewer for Labor Standards, Acquisition and Relocation Compliance, Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal Standards as well as lender liability assessments in securing project properties.

Mark Appleby, President

SUMMARY, Extensive management experience with environmental site clearance needs. Expertise with clearance for municipal operations, non-profits, and federal programs. Initiatives with Phase I reviews and HUD Format I assessments in organization of tiered and multiple site reviews for area clearances. Expertise in: data retrieval; agency interviews and site reconnaissance to facilitate compliance and federal program clearance. Ability to prepare and develop complex projects in fast paced environments. Known for logical, practical planning and implementation. Committed to excellence; articulate and persuasive in interpersonal and verbal/written communications; comfortable in professional relations with the highest-level executives and government officials. Experienced in Staff training and team building.

- 28 years experience as primary federal programs review developer and manager.
- 12 years independent consulting on Phase I, Phase II and Phase III ASTM standard environmental assessments and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.
- 10 years compliance and standards assessments in Arizona for 10 entitlement communities including, State of Arizona, Scottsdale, Phoenix, Gilbert, Glendale, Peoria, Maricopa County, Pima County, Flagstaff and Tucson. Compliance analysis and standards review for 16 non-profit organizations and a large number of for-profit businesses utilizing federal funds and tax credits.
- BS Education Texas A&M. Biology Major/Chemistry Minor
- Certified Environmental Manager (CEM) and Certified Environmental Inspector, license #13227 from the Environmental Assessment Association.

Martha Jean Vega, Site and Records Inspector

SUMMARY, 14 years of progressively-responsible experience in federally funded projects. Project development experience includes: program design; feasibility analysis; budget preparation; fund source research and cultivation; grant writing and proposal submission. Project implementation experience includes public relations; activity coordination and oversight; project compliance; and reporting. Federal program compliance responsibilities included more than \$29 million in private and public sector funding awards.

Cost/Fee Proposal

Price Quotation Options and Provisions:

1. Pre Bid conference \$200 (Contractor Guide)
2. Initial preconstruction conference \$200 (DB forms and instructions) (onetime cost)
3. Buy American Act primary contractor asset purchase review. This review will occur about once every two weeks. Each review \$150
 - 3a. For each new vender there is a one time cost of \$45 to verify the vendor is not on a debarred or suspended Department of Labor contractor or subcontractor list. Once verified we would not check that same vendor on subsequent reviews, but we would confirm the source of his materials being acquired by the primary contractor.
4. Wage Rates weekly review (payroll submissions) \$45/week per sub, but goes up to \$75/week per sub for each sub with more than 5 employees during any weekly payroll.
5. Site interviews once every 14 calendar days \$250 per site visit (usually no more than 2 interviews on each site visit unless more than 10 workers on the project site)
6. Final payroll submissions, final hourly rates confirmations and job completion confirmation. \$150 (onetime cost)

Note: The above costs relate directly to the activities 1-6 in the Methodology Section

Addressing Special Review Requirements

Environmental assessments are performed according to federal program requirements and fall into three categories:

1. Categorically excluded or exempt - most soft costs, purchases of materials and salaries fall under this category. On a per project basis the review cost is \$250.
2. Statutory Checklist - nearly all actions of redevelopment or rehabilitation of an existing asset fall under this category - On a per project basis the review cost is \$750
3. Format I Review - Projects which propose a change in use of an existing piece of land or permanent physical change to an area will require this more extensive review which may include publication and a public comment period - On a per project basis the review cost is \$1,750 with the cost for advertisement typically at \$350.

PROVISION 1 - This proposal will undertake and complete all Davis Bacon assessment requirements and Buy American Act requirements as described, however; if agencies (IE. HUD, Department of Labor...) determine that some special analysis beyond the scope outlined here, are required (contractor debarment, employee investigations...); these are not covered by the quotation. All additional review services are available at the hourly rate of \$55/hour plus actual material costs from Com Sense, INC. Before proceeding with any additional undertaking we will secure a written work authorization with the client.

PROVISION 2 - Our billing will occur not more often than twice monthly and be fully itemized. Where hourly rates are required specific dates and hours of work with annotation of the activity being performed will be provided with the billing. More typically, we have assigned costs to activities and all billings will include the specific activity component with the project for which the activity was performed. As the need is required we are flexible on the formats of our invoicing and can adjust to any requirement the City may have concerning adequate documentation.

Additional Work References Considered Pertinent

Arizona Department of Housing - Contact: Julie Barrett - 602-771-1032

Description: Phase I and Format I environmental assessments; Federal Programs compliance and implementation with sub recipients in keeping compliance standards.

Habitat for Humanity West Valley - Contact: Duane Congleton- 623-764-6822

Description: Eligibility compliance with terms of federal programs; Environmental Assessments; Phase I Liability Assessments, 4128 simplified HUD formats, Format I assessments and Housing Quality Standards studies.

Paragon Mortgage - Contact: Joann Rongitsch - 602-266-3865

Description: Phase I, Format I environmental assessments; Department of Commerce clearance for tax credits and Housing Trust Funds.

City Involvement with Conduct of Scope of Work Presented in this Proposal

We see our requirements on City staff as minimal, with only basic verbal and E-mail coordination requirements between my office and the appropriate City Department project manager. Our primary need is to be notified and provided opportunities to participate in meetings with the principal contractor/vendor or at the initiation of a pre bid conference so we may explain the scope of our review process and interactions I will be having with the vendor for either Davis Bacon Wage Rates (if that applies) or Buy American Act (if that applies).

We do anticipate in this proposal contacts from City project managers who have questions or are relaying questions from vendors concerning the application of various federally mandated requirements and their applicability to various situations. Less frequently we expect there may be an aspect of federal requirements that we note are not being fulfilled and may have a question to a project manager, but I expect those circumstances to be rare.

We do not require any City supplied support materials, equipment, office supplies, desks or conference areas for our review work.

At the end of each project we anticipate providing the appropriate project manager with documentation relative to our reviews for filing with that project and ultimately archiving with project records. Again, we view this as minimal involvement and a process that integrates with existing City practices.



City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

May 7, 2009

Com Sense, Inc.
Mark C. Appleby
2705 E. Menlo St.
Mesa, AZ 85213

RE: City of Peoria Solicitation Number P09-0067, Request for Clarification
Consultant Services for Federal Reporting and Audit Compliance

Dear Mr. Appleby:

The City of Peoria is reviewing your proposal for the above referenced solicitation. The following items are required to further evaluate your proposal:

- City's Questionnaire, Page 21 of 22. You indicate that circumstances not covered by your proposal response are explained in the "Methodology to Address Scope of Work" with the section on "Addressing Special Review Requirements". There does not appear to be such a section in your proposal response. Please provide this information for the City's consideration.
- Please define the requested City involvement, if any how it would relate to your firm's successful completion of this contract.
- Please elaborate on your firm's understanding of the scope and the approach that will be taken to meet the requirements of the Scope of Work.
- Please provide more information describing your firm's and staff's experience as it relates to the City's needs described in this RFP.

Your written response will constitute the Best and Final Offer and should be submitted to my attention by 5:00p.m. Monday, May 11, 2009. The requested information may be sent via fax at (623) 773-7118 or e-mail at christine.finney@peoriaaz.gov but please still send the original via US Mail.

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, CPPB
Buyer
Materials Management

BEFORE BAFO



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar 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 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 Vendor Offer.
- 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 Buyer 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 Buyer 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 may 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 on the cover page of 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 vendor 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 Vendor (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 goods or services within thirty (30) calendar days after receipt of goods or 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. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/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 Vendor provided payment is made within the discount period.

10. **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.

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

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. 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*.
- c. 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

Materials Management Procurement

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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 Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor 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 vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, 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 Contractor or any agent or representative of the Contractor, 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 Contractor 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 the



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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 Contractor 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 Vendor 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 Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor'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 Contractor.
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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor 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



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for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor 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 contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor'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 Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor'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 Contractor 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 Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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 Contractor 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. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 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 PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. 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 material and/or service shall not pass to the City until the City actually receives the material or 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.



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25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor 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.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **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 Contractor or any other person except with the prior written permission of the City.
30. **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.
31. **COST OF BID/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.
32. **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.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **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.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0067

Materials Management
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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 **Consultant Services for Federal Reporting and Audit Compliance**.
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 contractor.
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 use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
9. **Affirmative Action Report:** 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 or services.
10. **Submittal Requirements:** Proposal Submittal & Content Requirements are outlined in detail on Pages 16 – 17.
11. **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.
12. **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. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.



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13. **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 Project Approach;
- b. Experience;
- c. Cost/Fee Proposal;
- d. Past/Similar Projects;
- e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

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. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

17. **Investigation of Conditions:** The Contractor 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 Contractor's own investigation.

18. **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.

19. **Payments:** The City shall pay the Contractor 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.

20. **Insurance Requirements:** The Contractor, at Contractor'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 Contractor'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.



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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 Contractor'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 Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor 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/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor'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.

21. Required Insurance Coverage:

a. Commercial General Liability

Contractor 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 00011093 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor 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 Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be



SPECIAL TERMS AND CONDITIONS

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transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor'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 Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor 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 Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

22. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor'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 "Aclains made" basis, coverage shall extend for two years past completion and acceptance of the Contractor'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.

23. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

24. **Independent Contractor:**

a. **General**

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, 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 Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. **Liability**

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with



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any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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 Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor 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 Contractor.

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

- a. The Contractor 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 Contractor 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.

26. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

27. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

28. **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.

29. **Confidentiality of Records:** The contractor 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



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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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. 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 material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or 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 contractor.

31. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
32. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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 contractor;
- 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 contractor by:
 - Deduction from an unpaid balance;
 - Any combination of the above or any other remedies as provided by law.



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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.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P09-0067

Materials Management Procurement

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Consulting Services for Federal Grant Reporting and Audit Compliance

I. Background

The City of Peoria is in need of on-call, as-needed consulting services for Federal Grant Reporting and Audit Compliance for a variety of engineering and utilities projects that are funded with Federal Grant Funds and American Recovery and Reinvestment Act (ARRA) of 2009 funds. The specific services provided will vary depending on the specific project, funding constraints, City Staff availability and expertise required.

II. Intent

The intention of this contract is to hire a consultant with the knowledge and experience to provide the necessary compliance verification, tracking and reporting on construction projects that are federally funded. It is anticipated that this contract may be modified (expanded or reduced) to reflect updated or changing federal compliance requirements. Currently, the City is anticipating \$15.1 Million in Recovery Funds for approximately 8 different projects for Utilities. The City has asked for an additional \$3.9 Million in Federal Funding for Roadway Improvement Projects, however these projects will be administered by the Arizona Department of Transportation.

III. Deliverables

The following work items constitute a scope of services for providing consulting services involving the use of ARRA and Federal Funds in construction projects for the City of Peoria and is not meant to be all-inclusive.

A. Accountability and Transparency: Consultant shall provide Auditing, Tracking and Reporting of federal grant funds and ARRA funds that are awarded and distributed to the City of Peoria. Some of the specific requirements under the ARRA funds include:

- 1) Wage Rate Requirements
- 2) Use of American Iron, Steel, and Manufactured Goods



SUBMITTAL REQUIREMENTS

Solicitation Number: **P09-0067**

Materials Management Procurement

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I. PROPOSAL FORMAT: Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. **DO NOT BIND THE ORIGINAL COPY.**

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission:

A. Project Understanding and Approach

- Understanding of the Scope of Work
- Plan and Method of Approach to accomplish the Scope of Work
 - Provide a detailed description of what procedures will be used to verify compliance with all requirements of the ARRA of 2009.
 - Provide a description of how "Buy American" will be verified (i.e. how and to what extent the use of American manufactured materials will be verified and what measures will be taken to research product history or origination).
- Anticipated City Involvement (with this contract)

B. Experience

- Firm's & Staff's Experience
- Location of office performing the services

C. Cost/Fee Proposal

- Consultant shall provide a detailed cost/fee proposal outlining all costs associated with providing Audit Compliance services as described in the scope of work as well as any and all other costs (hourly rates, travel, etc) that would pertain to ARRA and Federal (if different) Audit Compliance services that are not specifically identified within this scope of work.
- See Special Terms and Conditions, Page 14, item 34, Project Travel Reimbursable Expenses
- Refer to instructions on price sheet (Page 18).

D. Past/Similar Projects

- Provide a description (written narrative) of the firm's experience with similar types of work.
- Provide three (3) owner references from projects completed or ongoing within the last five (5) years (please use questionnaire provided on Page 19).

E. Conformance to the RFP

- Complete and Sign Offer Page (p.1)
- Complete all City Requested Forms (questionnaires and price sheet)
- Exceptions
 - Any exceptions to any part of this RFP must be clearly noted and identified on page 21.

F. Additional Data Support (optional, will not be counted in the 20-page limit)

- Service Enhancements
- Professional Affiliations
- Detailed Resumes



SUBMITTAL REQUIREMENTS

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III. 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 Project Approach;
- b. Experience;
- c. Cost/Fee Proposal;
- d. Past/Similar Projects;
- e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on April 29, 2009.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

Company Name

Company Address

RFP# P09-0067, Consulting Services for Federal Grant Reporting and Audit Compliance
Attention: Christine Finney, Buyer

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

Solicitation Number: P09-0067

Materials Management Procurement

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Audit Compliance Services Pricing

The City will evaluate cost proposals based on an typical project cost. For the purpose of evaluating cost/fee proposals, a typical City of Peoria project is as outlined below:

- 52 week duration
- Located within the Peoria City Limits
- Prime Contractor (heavy construction)
- Subcontractors (average of five)
- Wage Verification (initial interview, collection and verification of wages, on-site interviews for prime and subcontractors, etc).
- Buy American Materials Verification – all tasks involved.
- Meetings with City Staff (project kick-off and project close-out)

As outlined in the Submittal Requirements, consultant shall provide a detailed breakdown for the items above. In addition, consultant shall provide hourly rates or fees for any additional services or tasks that may also be needed for future projects.

Since future projects will vary in size and duration, the cost proposal should provide a detailed breakdown of all costs associated with Audit Compliance Services for contracts utilizing ARRA funds and federal grant funds (if different) in order to provide a framework for pricing future projects.

Attach separate page(s) to the price sheet as-needed.

HYPOTHETICAL AND TYPICAL 52 WEEK HEAVY CONSTRUCTION CONTRACT

Frequency	Description	Cost	Extended
One time	Pre Bid Conference w/Staff and Providers Explain all Fed Requirements for labor standards and buy American act provisions. Provide forms. Document participants.	\$200	\$200
One time	Pre Construction Conference - provide all final forms, wage rates and review requirements. Get key staff contacts. Document participants. Final check and file documentation of suspended or debarred contractor.	\$200	\$200
Weekly so 52 times during this hypothetical contract	First payroll submitted by contractor. Reviews of hourly rates and selection of future interviews of individuals. Complete federal forms of review and archive them.	\$150	\$7,800
Twice Monthly Buy American Act Review but cannot start until about one month of activity has occurred so will happen about 24 times on hypothetical.	Random invoice pull to equal about 10% of the purchases for the prior two weeks. Review of the asset to determine if it has clear "American made" markings - photo archive of findings and if needed direct contact with vendor and documentation of that review. Copies of all invoice reviews with pricing redacted if desired by the contractor. Trackable chain of review for each time a purchase assessment is completed and placed in project file documentation. This aspect allows for the required debarred and suspended contractor check of random vendors.	\$150	\$3,600
About every 14 days Approximately 25 times during a 52 week contract	Site inspection of work and on-site interviews of one or two workers. Note: although there are 5 subcontractors possible on this job it is unlikely and my experience that more than 2 subcontractors are working at any given interview time so this estimate is based on that assumption throughout. Documentation of the review is completed on DOL formats and archived for permanent file.	\$250	\$6,250
Conducted on about half the payrolls so about 12 times in this hypothetical	Wage rate contractor review based on the 5 subcontractors in this hypothetical. This is a review of primary contractor submissions of subcontractor employees,. This confirms what the subcontractors are submitting to the contractor are valid and provides more individuals to target for the interviews.	\$45/sub	\$ 540
One Time	Final payroll totals and rates confirmation. Prepare all records from above and submit in a single hardcopy file to the Managing City Department to be archived for a minimum of 5 years.	\$150	\$150
TOTAL	-----	-----	\$18,740



QUESTIONNAIRE

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Please list a minimum of three (3) owner references from similar projects whom the City of Peoria Materials Management Division may contact:

1. Company: City of Peoria Community Development Block Grant
 Contact: William Patena, Neighborhood Services Manger
 Address: Community and Development Center
 9875 North 85th Avenue, Peoria, 85345
 Phone: 623-773-7167 or Carin Imig 623-773-7381
 Project: General Federal and State programs compliance, Consultant for Davis Bacon Compliance, Environmental Reviews, Annual Action Plan, End of Year Reports and 5 year Planning

2. Company: City of Chandler
 Contact: Stefanie Garcia, CDBG Program Manger
 Address: 215 East Buffalo Street
 Chandler, Arizona 85225
 Phone: 480-782-4349
 Project: HUD program general compliance assessments; HUD Program reviews for Davis Bacon Compliance, Relocation, Environmental Reviews Annual Action Plan and 5 Year Plan

3. Company: City of Glendale
 Contact: Charyn Eirich-Palmisano or Buzz Essel or Gilbert Lopez
 Address: 6829 North 58th Drive, Suite 104
 Glendale, AZ 85301
 Phone: 623-930-3682 or 623-930-3674
 Project: HUD Program Compliance for Davis Bacon, Relocation, Environmental Reviews, Specifications and Housing Quality Standards material compliance.



ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX, ARIZONA 85007-2650

MUST BE
 DISPLAYED IN A
 CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 21, ARTICLE 1.

ISSUED
 TO

COM SENSE INC
 2705 E. MENLO ST
 MESA, AZ 85213

07-553291-2

ALL communications
 and Reports MUST
 REFER to this
 LICENSE NO.

17 BUSINESS CODE

08/01/97 EFFECTIVE DATE

(DBA) COM SENSE INC
 2705 E. MENLO ST
 MESA, AZ 85213

09/04/97 PRINT DATE

Tax and Licensing
P.O. Box 1466
Mesa Arizona 85211-1466



00078984

PRIVILEGE LICENSE NO.
NON-TRANSFERABLE

8/26/1997
DATE ISSUED

TRANSACTION PRIVILEGE (SALES) TAX LICENSE

Subject to the provisions of Title 5 (Business Regulations) and Title 11 (Zoning Regulations) of the Mesa City Code, the person or firm listed below is hereby licensed to and is given conditional approval to conduct the

This Privilege License shall be valid until request for cancellation and/or surrender of the license by the licensee or expiration through cessation by the licensee of the business for which it was issued.

Business of **COM SENSE, INC**
Located at **2705 E MENLO ST**
MESA, AZ 85213-1550

CODE 5999
MISC RETAIL-USE TAX

ISSUED TO **COM SENSE, INC**
2705 E MENLO ST
MESA, AZ 85213-1550

POST THIS LICENSE IN A CONSPICUOUS PLACE

ISSUED BY **Larry M. Lines**
Tax & Licensing Administrator

**Environmental
Assessment Association**

Certification Number **CEL CEM** Designation
13227
Mark C. Appleby

Executive Director
3/1/10
Exp. Date



United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act, Section 402(a)(1), and has received certification to conduct lead based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

Arizona

This certification is valid from the date of issuance and expires January 12, 2010

AZ-1859-1

Certification #

JAN 13 2007

Issued On



Paula Bisson

Paula Bisson, Manager, Toxics Office

Communities and Ecosystems Division



QUESTIONNAIRE

Solicitation Number: P09-0067

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:

This proposal will undertake and complete all Davis Bacon assessment requirements and Buy American Act requirements as described, however; if agencies (IE. HUD, Department of Labor...) determine that some special analysis beyond the scope outlined here, are required (contractor debarment, employee investigations, escrow of contractor payments...); these are not covered by the quotation. All additional review services are available at the hourly rate of \$55/hour plus actual material costs from Com Sense, INC. Before proceeding with any additional undertaking we will secure a written work authorization with the client. We have made an effort to explain the possible circumstances that can occur in our "Methodology to Address Scope of Work:" with the section on "Addressing Special Review Requirements".

We recognize and agree to the stipulations on Page 14, item 34, Project Travel Reimbursable Expenses

We currently meet or exceed all insurance requirements of Item 21 pages 10 and 11 except the level of Errors and Omissions coverage as stipulated (item 21 d). If we are awarded the contract we will secure the additional coverage and provide certificates of insurance to demonstrate compliance.



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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

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

PROPOSAL CONTENT

Scope of Work:

- I. Apply Davis-Bacon requirements properly (includes all associated laws such as the Copeland Anti-kick back Act and compliance checks for suspended or debarred contract agents). Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.
- II. Apply Buy American Act requirements and insure due diligence in confirming they are being met.
- III. Through education and advice, support City Administrator and contractor compliance with labor standards and by American provisions. Provide basic training and technical support to City Administrators and contractors to ensure that they understand their obligations under prevailing wage, buy American provisions and associated reporting requirements.
- IV. Monitor contractor performance. Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers. Perform checking of contractor invoicing that verifies use of American Iron, Steel and Manufactured Goods.
- V. Investigate probable violations and complaints of underpayment or purchases that do not appear to be American standard purchases. Thoroughly explore and document any evidence of violations, especially allegations of underpayment or unexpected foreign acquisition of materials used in contract work.
- VI. At the direction of the City of Peoria pursue debarment and other available sanctions against repeat labor standards violators or failures to remedy purchases which do not meet the buy American purchase agreements. Carry-out a no-tolerance policy toward contractors who continue to violate prevailing wage laws and buy American standards when directed to correct performance deficiencies.

Methodology to Address Scope of Work:

1. Initial pre-bid conference where we will make guides and forms available to participating contractors. Also lines of communication will be confirmed so they may contact us as a resource.
 - A. Current wage rates will be supplied and overviews of categories of contractor
 - B. A contractor guide will be provided which includes forms and clear instructions on the Davis Bacon (and associated law) requirements
2. Perform weekly Wage Rates payroll submissions reviews. This includes

confirmation of social security numbers, worker wage rates confirmation and subcontractor certification verification (confirmation the contractor is not debarred or suspended). Typically we would work directly with the submission from the firm who completed the payroll form to ensure it is correct on a weekly basis.

A. This is normally conducted as a desk review, but typically the first payroll must be double checked with the payroll manager of the primary contractor to verify this is all subcontractors and all workers. Once we are off to a successful first payroll, normally the others can be considered routine form submissions.

3. Perform 2 times monthly a review of randomly pulled primary contractor invoices for materials to determine compliance with American made materials purchases. Invoice will be matched to the asset installed or to the asset in inventory at the contractors storage and confirmation of such elements as "made in USA" stamping or other designations with American manufacturing notations will be documented in our spot checks.

A. Conversely, we may also view an asset installation and request the contractor provide the invoice copy so we can trace the product to the American source.

B. Reviews will be both on-site (construction site or product delivery site) and in the primary contractors office. Our experience is there can be hundreds of invoices on some very small jobs and only a few on large projects. What we will try to do is get a sense of the invoices being generated and choose randomly a minimum of 3 or 4 each month. We will show a chain of review to the American source based primarily on identification marking (if any) on the asset. In those cases without an identification on the asset, we will use the paper invoice to track the product and document the resources who processed the acquisition.

4. We will conduct worker site interviews once every 14 calendar days. These reviews are random selections of workers and verification of all compliance elements of Davis Bacon are documented and then compared to the next payroll sheet which might have documentation of the worker who was interviewed.

A. Regular site reviews and discussions with the primary contractors payroll manager will be conducted. All individual reviews will be documented on HUD form 11 as required and this material turned over to the Peoria Contract Administrator at the end of the project.

5. Once the project is completed, final payroll submissions and final hourly rates are confirmed and the complete original Davis Bacon file documented and turned over to the City of Peoria Contract Administrator.

A. We will resolve all problems with the primary contractor payroll manager before submitting a project file as "final".

6. Records of contractor reviews with source documents confirming a due diligence in oversight to verify American purchased materials will be turned over to the City of Peoria Contract Administrator.
 - A. A file with copies of source material invoices and a tracking list of how we determined a particular product was American made or of American manufacture will be included with each invoice evaluated.

Addressing Special Review Requirements

Because American Resource and Recovery Act of 2009 is a federal funding source a large number of possible requirements (beyond the Davis Bacon Wage Rate and Buy American Act) could be involved. It is therefore important to have a firm such as ours who have extensive and broad experience in all areas of federal requirements involved in the early stages of implementation.

Depending on the type of activity performed some special requirements may be involved which are not apparent or not currently foreseen in the project activities now being considered. For example, a project could unexpectedly require the relocation of a household and the federal requirements are to comply with the Uniform Relocation Act and meet the requirements of relocation assistance of which my firm is fully aware. Another potential aspect of unexpected action could include investments in a designated 100 year flood zone. These areas require a specific and timed process called the 8-step process that clears the development of a federally funded asset in a flood hazard zone.

Federal funds used to provide any services (such as salaries, equipment acquisitions and provision of services such as counseling or direct assistance...); or construction activity require compliance with NEPA (National Environmental Protection Act) though the federal standards at 24 CFR Part 58. Our firm is licensed through the Environmental Assessment Association #13227 as a Certified Environmental Manager and a Certified Environmental Inspector. We are also EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA under Section 402 of TSCA 40 CFR Part 745, Subpart L on January 12, 2001 good through January 12, 2010 Certification # AZ-1859-1 to fulfill all environmental review requirements. More recently as required on any development site project our firm is certified through the Arizona Game and Fish Department as a Borrowing Owl Surveyor. Our firm is also ASTM certified to perform Phase I Environmental Assessments meeting the "All appropriate inquiry" requirements.

More direct to project activities of wage rate compliance and Buy American provisions, we may make discoveries as a result of primary contractor audits that lead to violations of contract provisions by the contractor or his subcontractors. In all cases we will bring these circumstances to the attention of the Peoria Contract Administrator. If it is desired that Com Sense, Inc. pursue an investigation beyond "discovery" to information gathering or enforcement of corrective action outside the expected scope of project auditing we have attempted to provide for that in the cost/fee section of this proposal and in a statement provided in the exceptions section of this proposal.

In every project we will assess for other federal requirements that would not be obvious unless there was experience in working federal programs as we will bring and provide to insure project compliance.

Experience Personal and Business

- 27 years experience as primary federal programs review developer and manager with full compliance requirements for projects.
- 12 years independent consulting on Federal Programs including Davis Bacon compliance, Environmental Liability Assessment Phase I, Phase II and Phase III ASTM standard and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.
- Certified Environmental Manager (CEM) and Certified Environmental Inspector license #13227 from the Environmental Assessment Association.
- EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA Certified under Section 402 of TSCA 40 CFR Part 745, Subpart L expires January 12, 2010; EPA certified for Tribal Jurisdictions through January 12, 2010 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.
- HUD Project trained reviewer for Labor Standards, Acquisition and Relocation Compliance, Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal Standards as well as lender liability assessments in securing project properties.

Mark Appleby, President

SUMMARY, Extensive management experience with environmental site clearance needs. Expertise with clearance for municipal operations, non-profits, and federal programs. Initiatives with Phase I reviews and HUD Format I assessments in organization of tiered and multiple site reviews for area clearances. Expertise in: data retrieval; agency interviews and site reconnaissance to facilitate compliance and federal program clearance. Ability to prepare and develop complex projects in fast paced environments. Known for logical, practical planning and implementation. Committed to excellence; articulate and persuasive in interpersonal and verbal/written communications; comfortable in professional relations with the highest-level executives and government officials. Experienced in Staff training and team building.

- 28 years experience as primary federal programs review developer and manager.
- 12 years independent consulting on Phase I, Phase II and Phase III ASTM standard environmental assessments and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.

- 10 years compliance and standards assessments in Arizona for 10 entitlement communities including, State of Arizona, Scottsdale, Phoenix, Gilbert, Glendale, Peoria, Maricopa County, Pima County, Flagstaff and Tucson. Compliance analysis and standards review for 16 non-profit organizations and a large number of for-profit businesses utilizing federal funds and tax credits.
- BS Education Texas A&M. Biology Major/Chemistry Minor
- Certified Environmental Manager (CEM) and Certified Environmental Inspector, license #13227 from the Environmental Assessment Association.

Martha Jean Vega, Site and Records Inspector

SUMMARY, 14 years of progressively-responsible experience in federally funded projects. Project development experience includes: program design; feasibility analysis; budget preparation; fund source research and cultivation; grant writing and proposal submission. Project implementation experience includes public relations; activity coordination and oversight; project compliance; and reporting. Federal program compliance responsibilities included more than \$29 million in private and public sector funding awards.

Cost/Fee Proposal

Price Quotation Options and Provisions:

1. Pre Bid conference \$200 (Contractor Guide)
2. Initial preconstruction conference \$200 (DB forms and instructions) (onetime cost)
3. Buy American Act primary contractor asset purchase review. This review will occur about once every two weeks. Each review \$150
 - 3a. For each new vendor there is a one time cost of \$45 to verify the vendor is not on a debarred or suspended Department of Labor contractor or subcontractor list. Once verified we would not check that same vendor on subsequent reviews, but we would confirm the source of his materials being acquired by the primary contractor.
4. Wage Rates weekly review (payroll submissions) \$45/week per sub, but goes up to \$75/week per sub for each sub with more than 5 employees during any weekly payroll.
5. Site interviews once every 14 calendar days \$250 per site visit (usually no more than 2 interviews on each site visit unless more than 10 workers on the project site)
6. Final payroll submissions, final hourly rates confirmations and job completion confirmation. \$150 (onetime cost)

Note: The above costs relate directly to the activities 1-6 in the Methodology Section

Addressing Special Review Requirements

Environmental assessments are performed according to federal program requirements and fall into three categories:

1. Categorically excluded or exempt - most soft costs, purchases of materials and salaries fall under this category. On a per project basis the review cost is \$250.
2. Statutory Checklist - nearly all actions of redevelopment or rehabilitation of an existing asset fall under this category - On a per project basis the review cost is \$750
3. Format I Review - Projects which propose a change in use of an existing piece of land or permanent physical change to an area will require this more extensive review which may include publication and a public comment period - On a per project basis the review cost is \$1,750 with the cost for advertisement typically at \$350.

PROVISION 1 - This proposal will undertake and complete all Davis Bacon assessment requirements and Buy American Act requirements as described, however; if agencies (IE. HUD, Department of Labor...) determine that some special analysis beyond the scope outlined here, are required (contractor debarment, employee investigations...); these are not covered by the quotation. All additional review services are available at the hourly rate of \$55/hour plus actual material costs from Com Sense, INC. Before proceeding with any additional undertaking we will secure a written work authorization with the client.

PROVISION 2 - Our billing will occur not more often than twice monthly and be fully itemized. Where hourly rates are required specific dates and hours of work with annotation of the activity being performed will be provided with the billing. More typically, we have assigned costs to activities and all billings will include the specific activity component with the project for which the activity was performed. As the need is required we are flexible on the formats of our invoicing and can adjust to any requirement the City may have concerning adequate documentation.

Additional Work References Considered Pertinent

Arizona Department of Housing - Contact: Julie Barrett - 602-771-1032

Description: Phase I and Format I environmental assessments; Federal Programs compliance and implementation with sub recipients in keeping compliance standards.

Habitat for Humanity West Valley - Contact: Duane Congleton- 623-764-6822

Description: Eligibility compliance with terms of federal programs; Environmental Assessments; Phase I Liability Assessments, 4128 simplified HUD formats, Format I assessments and Housing Quality Standards studies.

Paragon Mortgage - Contact: Joann Rongitsch - 602-266-3865

Description: Phase I, Format I environmental assessments; Department of Commerce clearance for tax credits and Housing Trust Funds.



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0067 Page 1 of 1
Description: Consultant Services for Federal Reporting and Audit Compliance
Amendment No. One (1) Date: 2/22/11

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/30/11.

THE NEW CONTRACT TERM:

Contract Term: 07/01/11 to 06/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

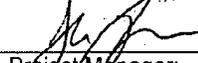
	5/2/11	Mark Appleby, President	ComSense, Inc.
Signature	Date	Typed Name and Title	Company Name
2705 E. Menlo St. 3rd Fl. Peoria, Ariz.	Mesa	AZ	85206
Address	City	State	Zip Code

Attested By:


Rhonda Nelson, City Clerk



Director: Glen Van Nieuwegen, Planning & Com Development Director

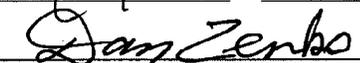
 3-15-2011
Project Manager: Shawn Kreuzwiesner, Systems Planning Manager



CC Number
ACON28009A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney
Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed
May 10, 2011, at Peoria, Arizona


Herman F. Koebergen, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File



CONTRACT AMENDMENT

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

Solicitation No. P09-0067 Page 1 of 1
 Description: Consultant Services for Federal Reporting and Audit Compliance
 Amendment No. Two (2) Date: 3/14/12

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 06/30/12.

THE NEW CONTRACT TERM:

Contract Term: 07/01/12 to 06/30/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	4/9/12 Date	Mark Appleby, President Typed Name and Title	ComSense, Inc. Company Name
3863 E. Forge Ave. Address	Mesa City	AZ State	85206 Zip Code

Attested By:


Wanda Nelson, City Clerk

 3.20.12

Director: Chris Jacques, Planning & Com Development Director

 3.26.2012

Project Manager: Shawn Kreuzwiesner, Systems Planning Manager

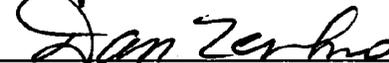

 Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
 ACON28009B
 Contract Number

The above referenced Contract Amendment is hereby Executed

April 12, 2012 at Peoria, Arizona



Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT

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

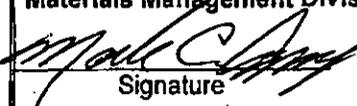
Solicitation No. P09-0067 Page 1 of 1
 Description: Consultant Services for Federal Reporting and Audit Compliance
 Amendment No. Three (3) Date: 3/13/13

Buyer: Christine Finney

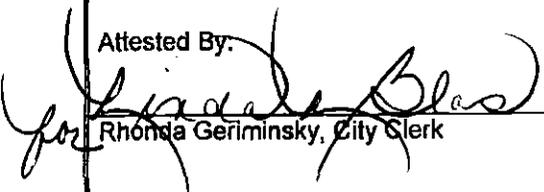
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/30/13. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM: 07/01/13 to 06/30/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

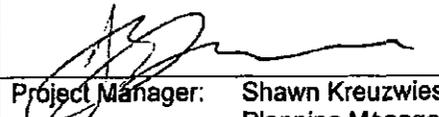
	5/9/13	Mark Appleby, President	ComSense, Inc.
Signature	Date	Typed Name and Title	Company Name
3863 E. Forge Ave.		Mesa	AZ 85206
Address		City	State Zip Code

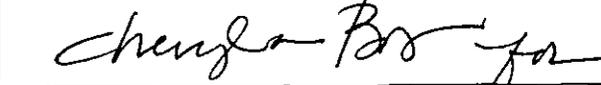
Attested By:



Rhonda Gerlinsky, City Clerk

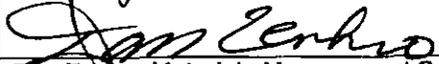
 3-27-13
 Director: Chris Jacques, Planning & Com Development Director

 3-27-2013
 Project Manager: Shawn Kreuzwiesner, Systems Planning Manager


 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 21, 2013 at Peoria, Arizona


 Dan Zenko, Materials Management Supervisor



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 (Rev 01/05/09)

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A CON 28009C