



CONTRACT AMENDMENT

Materials Management

Procurement

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

Buyer: Christine Finney

Solicitation No. Q13-05 Page 1 of 1
Description: Consultant Services for Grants
Amendment No. Three (3) Date: 9/16/15

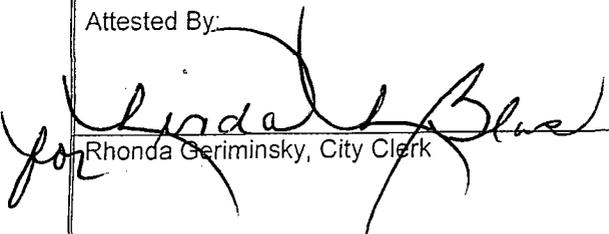
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/06/15.

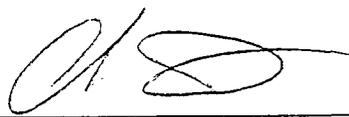
The New Contract Term Is: 11/07/15 to 11/06/16

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

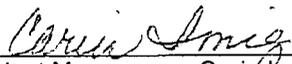
	10/1/15	Mark Appleby, President	Com Sense, Inc.
Signature	Date	Typed Name and Title	Company Name
3863 E. Forge Avenue		Mesa	AZ 85206
Address		City	State Zip Code

Attested By:

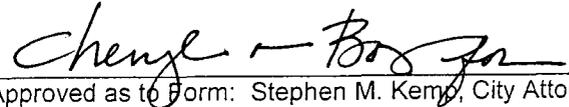

for Rhonda Geriminsky, City Clerk



Director: Chris Jacques, Planning & Community Development Director



Project Manager: Carin Smig, Neighborhood & Revitalization Manager


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

The above referenced Contract Amendment is hereby Executed

Nov. 17, 2015, at Peoria, Arizona


Dan Zenko, Materials Manager



City Seal
Copyright 2003 City of Peoria, Arizona

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. Q13-05 Page 1 of 1
 Description: Consultant Services for Grants
 Amendment No. Two (2) Date: 9/11/14

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/06/14.

The New Contract Term Is: 11/07/14 to 11/06/15

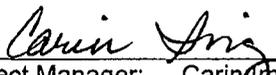
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

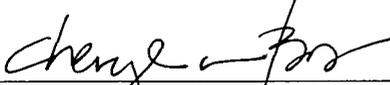
 Signature	11/25/14 Date	Mark Appleby, President Typed Name and Title	Com Sense, Inc. Company Name
3863 E. Forge Avenue Address	Mesa City	AZ State	85206 Zip Code

Attested By:

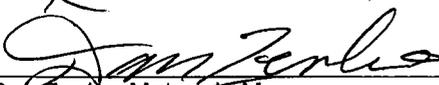

 Rhonda Geriminsky, City Clerk
 for


 Director: Chris Jacques, Planning & Community Development Director


 Project Manager: Carin Inig, Neighborhood & Revitalization Manager


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

The above referenced Contract Amendment is hereby Executed
 Dec. 2, 2014, at Peoria, Arizona


 Dan Zenko, Materials Manager



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Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N 85th Ave., 2nd Fl
 Peoria AZ 85346
 Telephone (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Christine Finney

Solicitation No Q13-05 Page 1 of 1
 Description Consultant Services for Grants
 Amendment No One (1) Date 9/17/13

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11-06-13

The New Contract Term 11/07/13 to 11/06/14

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

Mark C. Appleby 11/21/13 Mark Appleby, President Com Sense, Inc
 Signature Date Typed Name and Title Company Name
 3863 E Forge Avenue Mesa AZ 85206
 Address City State Zip Code

Attested By

Rbonda Germinsky
 Rbonda Germinsky, City Clerk

Chris Jacques
 Director Chris Jacques, Planning & Community Development Director

Carin Imig
 Project Manager Carin Imig, Neighborhood & Revitalization Manager

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



CC Number
 ACON59312A
 Contract Number

The above referenced Contract Amendment is hereby Executed
 November 26, 2013 at Peoria, Arizona
Dan Zenko
 Dan Zenko Materials Manager

City Seal
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Official File

(Rev 08/09/13)CF

ACON59312A



City of Peoria, Arizona Request for Quotation



Request for Quotation No: **Q13-05** Bid Due Date: **October 23, 2012**
 Materials and/or Services: **Consultant Services for Grants** Time: **5:00 P.M. AZ Time**
 Contact: **Christine Finney**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **9875 N. 85th Ave Peoria AZ 85345** Buyer: **Christine Finney**

Vendor Quotation

Delivery shall be made n/a Calendar days after receipt of order. Payment Terms: net 30

Company Name:	Address:	City:	State:	Zip:	Phone:
Com Sense, Inc.	3863 East Forge Avenue	Mesa	AZ	85206	480.649.8080
					Fax:
					480.649.8864
					Email:
					appleman@azcsi.com

Mark C. Appleby **Mark C. Appleby** **President** **10/4/12**
 Signature Typed Name Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by: *Linda Blas*
 City Clerk

City of Peoria, Arizona. Eff. Date: *November 7, 2012*

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



ACON59312
 Contract Number

Awarded on *November 6, 2012*
Dan Zenko
 Dan Zenko, Materials Management Supervisor

Official File

Com Sense, INC.

Mark C. Appleby
480/649-8080 (voice)
480/649-8864 (fax)
<http://www.azcsi.com>



Personal and Business Statement Professional Qualification

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 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.

SELECTED PROFESSIONAL CREDENTIALS

- 28 years experience as primary federal programs review developer and manager.
- 15 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.
- Certified Environmental Manager (CEM) and Certified Environmental Inspector (CEI) 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, 2013; EPA certified for Tribal Jurisdictions through January 12, 2013 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.
- Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal environmental assessment reviews as well as lender liability assessments.

Chronological Work History

Decatur/DeKalb (Georgia) Housing Authorities 1977 to 1981

Highest Position

Housing Rehabilitation Specialist

Key Tasks

Site specific environmental clearance; neighborhood outreach coordination, work specification and housing inspection, standard report completion for federally funded activities.

City of Tyler, Texas 1981 to 1988

Highest Position

Director of Neighborhood Services

Key Tasks

HUD funds management (CDBG, UDAG, Section 8), supervision of staff of 15, all levels of environmental and program clearances. Scope of service was City-wide, Council representation of program status, coordination of activities with Capitol Improvement Projects, Right-of-Way maintenance. Full program operational responsibilities reporting to the Assistant City Manger.

Computer Experts, INC. 1988 to 1990

Highest Position

Board of Directors

Key Tasks

Management of sales force of 10 and store staff of 5. Technical management of computer construction and network communications development.

City of Scottsdale, Arizona 1990 to 1996

Highest Position

Community Development Coordinator

Key Tasks

HUD funds management (CDBG, HOME, Section 8), supervision of 9 full time staff, fill environmental and compliance responsibilities, public liaison to describe processes, neighborhood meeting coordinator and City Council representation, planning department liaison, intergovernmental grants communication officer (assigned to the Maricopa County HOME Consortium). Full program operational responsibilities reporting to the Planning Director.

Com Sense, INC. 1996 to present

Mesa, Arizona

Currently

President and founder

Business Operations

Environmental consulting expert with emphasis on HUD Format I clearance and planning for deployment of federal and state assets. Phase I liability assessment and full production of Phase I reports with Phase II site study followup. Work directly with seven entitlement cities and maintain "on-call" contracts for services with City of Peoria, City of Glendale and City of Phoenix. Work closely with the State of Arizona Department of Housing and Maricopa County HOME Consortium. Work closely with the Phoenix HUD office and have numerous contracts for assistance with federally funded non-profit agencies. Private clients accepted upon mutual establishment of interest. Energetic and skilled in program development and implementation.

A 60 Month Project Work Activity Outline - We will provide a full scope of outlined services as indicated in Solicitation Number Q13-05 items A through N and provide the following additional detail on some service areas in which we specialize.

B. Project Scope:

Plan and Method of Approach to accomplish the Scope of work

- IDIS Reporting/Draw system & conversion
 - Establishing standard draw activity
 - Establishing accounts and entries as needed

Our proposal will be to conduct all IDIS entries with the oversight of the CDBG Coordinating accountant. We have 10 years experience working the HUD IDIS draw system entry program and have accounts access authority to create and establish all accounts as required.

- HOME Activity
 - Coordination with Consortium
 - Implementation schedules
 - Site reviews for compliance
 - Agency reviews for subrecipient monitoring

Our firm works closely with the Maricopa HOME Consortium and can conduct all reviews and implementation of program activities in compliance with both Maricopa County and HUD HOME rules. We provide subrecipient monitoring and support during HUD and Maricopa County oversight reviews. All monitoring activity is coordinated with the CDBG/HOME program staff.

- Proposals
 - Development of timing
 - Project submissions
 - Criteria ranking
 - Public solicitation
 - Annual Action Plan Development

We are fully trained in the latest HUD program inputs for entries into project proposal submission. We work with submitters and staff to develop guidelines for HUD projects according to regulatory requirements of §24 CFR Part, addressing changes with recommendations to the City for staying in compliance. We are fully capable of completing Annual Action Plan development from initial project public notifications through ranking, and development of the Plan, presenting a draft for final approval and ultimately signature by City officials to accept the HUD entitlement allocation. Our work includes public hearings, documentation of proposals and development of project descriptions.

- 5 year Consolidated Plan 2010 (2010 - 2015)
 - Agency information gathering
 - HUD guidance updates
 - Public review process

- Annual Plan update incorporated in assessment
- Public hearing process
- Assembly and defense of a HUD compliant document

We are intimately familiar with the City of Peoria 5 Year Consolidate Plan and recognize that in 2014 we must begin assembly for the 2015-2020, 5 year plan. Monthly we review HUD updates on the assembly of plan documents and keep 5 Year Plan goals and objectives coordinated with the Annual Action Plan so a record of success in addressing stated objectives can be demonstrated. Additionally, we can provide plan amendments and updates as required of new regulations.

- Reporting
 - Annual Performance Assessment
 - Speciality Reporting
 - Environmental
 - Format I
 - Lead Based Paint
 - Davis Bacon
 - Relocation
 - FHEO
 - Section 3
 - ADA/Section 504
 - Analysis to Impediments updates
 - Analysis to Affordability updates
 - Eligibility surveys

Our activities are inclusive of the annual performance reporting requirements or CAPER and we have experience in development of these reports through draft documents prior to submission to HUD.

Additional reporting and documentation for environmental review, Davis Bacon, Relocation (Uniform Relocation Act), Fair Housing Equal Opportunity (and associated updates) and eligibility reporting are regular reporting activities conducted by Com Sense, Inc. with coordination from the appropriate City Department. Generally, once we are aware of the programs being conducted by the City we undertake these processes automatically and complete the final documentation on demand by the department during times of audit or HUD monitoring.

- Rehabilitation Homebuyer
 - Inspections before and after rehabilitation for eligibility confirmation
 - value assessment
 - Environmental Review

Assessment in the subrecipient or City operated housing rehabilitation activity are regularly conducted by Com Sense, Inc and standard inspections as required are done on Housing Quality Standards forms. Assessment values are generally determined as part of the environmental review process and especially for the HOME program are documented along with an “after” rehabilitation value.

- General File Documentation and Format
 - Consistency in information
 - Project primary beneficiaries determination
 - project/activity monitoring schedules
 - Site monitoring of public service activities
 - monitoring review guide

Our firm conducts monitoring and file documentation reviews of 5 entitlements in Arizona on a regular basis. Our focus is to the most eligible use of funds under HUD guidelines and to insure subrecipients are performing adequately to be in compliance with HUD and as necessary with Maricopa County requirements for use of funds.

- FHEO/ADA/Section 3/Affirmative/Marketing/Section 504
 - Publications
 - Outreach by public meeting presentations
 - Regular reviews for accomplishments

Each year our firm conducts a minimum of 4 and a maximum of 8 FHEO/ADA/Section 3/Affirmative Marketing public hearings. Our outreach is in compliance with requirements of HUD and meets nearly all Consolidated Plan requirement goals and objectives. We are very familiar with requirements of these activities.

- Citizen Participation
 - Timing and format establishment
 - Records access and data availability
 - Key documents availability in summary format

Our work includes working directly with the public on behalf of the City/Client and making summary materials available in various formats including braille, Spanish and in numerous “on-line” formats compatible with Windows and Apple computer operations systems. Our firm also provides standard HUD information formats which are made available to the public for an assortment of requirements including, FHEO, Section 8 Housing, American with Disabilities Act, Lead Based Paint and others.

- Self Funding/ Asset development activities
 - leveraging of funds
 - Soft and hard dollar leverage
 - recovering/revolving loans
 - section 108 loan guarantees
 - developing partnerships that generate income
 - State Housing Trust Funded proposals
 - Management and documentation needs
 - State Tax Credit project proposals
 - Review and pro-forma analysis

Our firm is working with the State of Arizona on various activities and is aware of available funding which recipients can apply to receive. As a matter of review we discuss and encourage “matching of private dollars” through proposal reviews by applying subrecipients in all City programs “granting” HUD funds. Other sources of funds are a topic of discussion with City staff on a regular basis and we are prepared to examine in depth any resource that City staff may have an interest in pursuing.

- Subrecipients
 - Monitoring
 - Execution of Subrecipient agreements
 - Progress assessments
 - File formats and checklists

We provide subrecipient monitoring and support during HUD and Maricopa County oversight reviews. All monitoring activity is coordinated with the CDBG/HOME program staff. We are fully capable of independent monitoring and then providing written results back to the City staff. We are intimately familiar with the City of Peoria subrecipient agreement and the HUD requirements for subrecipients and have an excellent working knowledge of HUD eligibility requirements to assess against the work being performed by any subrecipient of HUD funds.

- Automation Assistance/Training for Block Grant functions
 - Internet development for HUD contact
 - downloading HUD documents and formats
 - virus Checking and detecting
 - uploading of reports and necessary items to HUD and Consortium

Our firm has complete access to all HUD internet formats and direct access to City of Phoenix HUD office forms recommended for use in program operations.

- Software
 - use of software supplied by HUD
 - Maptitude 2020
 - IDIS
 - installation and operation of the Consolidated Plan Software
 - operation and development of skills in spreadsheets as needed for HUD compliance
 - operation and development of skills in database management for HUD compliance

Com Sense, Inc. has regular (no less than annually) training in use of HUD software and latest applications and updates. We are skilled with word processing and complex insertions of tables, maps and photos to complete HUD required documentation with a professional appearance.

- HUD monitoring and reviews assistance

We keep in regular communication with the HUD monitoring staff and no less than monthly are in the Phoenix HUD office discussing latest updates and issues with the Community Planning and Development (CPD) office representatives. We make every effort to keep a professional and positive relationship with HUD reviewers and would plan to be an active participant in "on site" HUD review of the Peoria Program.

Anticipated City Involvement

We anticipate at minimum monthly meetings with staff to provide updates on coming activity requirements and for reviews on materials being produced. We are considering our services as "on-call" at all times. We can perform autonomously for most of the standard HUD reporting like the CAPER and Annual Action Plan, but will find it necessary to coordinate with staff on monitoring reviews and to gauge the amount of desired participation by the City in activities like monitoring of subrecipients and responses to HUD requests for special information gathering like FHEO activities or qualifications for special activities like demolition and clearance or economic development.

C. Cost/Fee Proposal:

Based on the scope of work we are quoting an hourly rate of \$50 per hour which will be documented in detailed daily and hourly accounting timesheets that will be submitted with billings that specify the date and times of services rendered on a monthly basis.

Occasionally lead based paint inspections will be required and these will not exceed \$750 in cost when using a spectrum analyzer portable X-ray fluorescence (XRF) paint tester, Radiation Monitoring Devices (RMD) model LPA-1 on a typical 1,000 square foot home. Hourly fees and rates would apply if a scope of work for lead based paint would be required.

CERTIFICATIONS AND BUSINESS CREDENTIALS

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201

DATE OF THIS NOTICE: 08-20-1997
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: 86-0885092
FORM: SS-4
2916922030 B

COM SENSE INC
% SARITA J APPEBY
2705 E MENLO ST
MESA AZ 85213

FOR ASSISTANCE CALL US AT:
640-3900 LOCAL PHOENIX
1-800-829-1040 OTHER AZ

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 86-0885092. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 941	10/31/1997
Form 1120	03/15/1998
Form 940	01/31/1998

If the due date has passed please complete the form and send it to us by 09-04-1997. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

Thank you for your cooperation.



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 49, CHAPTER 8, ARTICLE 1.

ISSUED
 TO

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

07-553291-Z

ALL communications
 and Reports MUST
 REFER to this
 LICENSE NO.

17 BUSINESS CODE

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



OFFICIAL
MEMBERSHIP CARD

Name: **Mark Appleby**

Registration: **CEP/CEM**

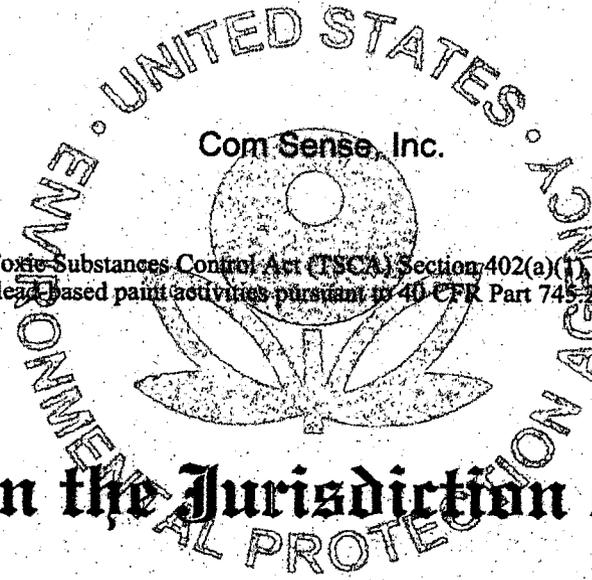
Member Number: **6222**

Expiry Date: **31/03/2018**

Category: **Professional Member**

United States Environmental Protection Agency

This is to certify that



Com Sense, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) 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, 2013.

AZ-1859-2

Certification #

January 13, 2010

Issued On



A handwritten signature in black ink, appearing to read "Adrienne Priselac", is written over a horizontal line.

Adrienne Priselac, Manager, Toxics Office

Communities and Ecosystems Division

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGION IX - PACIFIC / HAWAII

Certificate of Training

This certificate is presented to

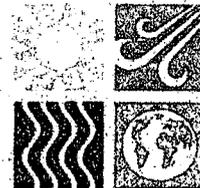
Mark Appleby

*For the successful completion of the NEPA/Part 58 Environmental
Review Training provided by the San Francisco Regional Office,
U.S. Department of Housing and Urban Development,
in Phoenix, AZ, December 9 - 11, 2009.*



Ernest Molins

*Ernest Molins
Regional Environmental Officer*





Certificate of Completion

Presented to

Mark Appleby

*for completing the Burrowing Owl Surveyor Training
offered by the Arizona Burrowing Owl Working Group.*

Held on

April 28, 2009

Updated August 22, 2012

**Phoenix
Arizona**



A handwritten signature in black ink.

*James T. Driscoll, Chair
Arizona Burrowing Owl Working Group
Arizona Game and Fish Department*



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process 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 bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date 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 bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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 11246.
 - 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 requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

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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 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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the 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:

- 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.



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- 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.
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.



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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.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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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 Grants**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. 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 date of award and shall continue for a period of one (1) year 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 forty-eight (48) months.
9. **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. Understanding & Method of Approach
 - b. Qualifications and Experience
 - c. Cost/Fee
 - d. References from Similar Projects
 - e. Conformance to Request for Proposals
 - f. Section 3 Business Concern
 - g. Minority or Women Owned Business Concern

The City reserves the right to consider historic information and facts, whether gained from the Vendor'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 Vendors, while conducting the proposal evaluations.

10. **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.



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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 the interview, which will 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 the 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.
13. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, marital status or disability . The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
14. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
15. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
16. **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.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **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.

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.



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The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise 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.

19. **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 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

Any Contractor subletting 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 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be 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.

20. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and 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.



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In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the 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.

21. **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.
22. **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 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.
23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an 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



SPECIAL TERMS AND CONDITIONS

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notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

24. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
25. **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.
26. **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.
27. **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.
28. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.



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- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
30. **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 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.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
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:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. 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:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;



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iii. Any combination of the above or any other remedies as provided by law.

34. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

35. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

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

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

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



SCOPE OF SERVICES

Materials Management Procurement

Solicitation Number: Q13-05

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. Background

The City of Peoria is in need of consulting services to provide the necessary compliance verification, tracking and reporting for projects funded by Community Development Block Grant, HOME Program, Neighborhood Stabilization Program (NSP) and other HUD or State of Arizona funding.

II. 60 Month Project Work Activity Outline

The following items represent primary areas where Entitlement program activities need to concentrate in order to meet all HUD guidelines. This listing provides the reoccurring and special actions which must be undertaken between October 2012 and September, 2017. Along with these areas of need will be various City Council actions required to authorize and establish program policy that is in conformance with HUD regulations and guidelines, Maricopa County Consortium guidelines and, in some cases, State of Arizona requirements.

Working with all of the outlined areas over a 60 month period will require an average of 40 hours per month or approximately 2,400 hours total (over 60 months). For the single item of the Five Year Consolidated Plan, an additional 100 hours may be required, adding to the overall totals.

Section headings with a (1) indicate this action is conducted on an annual cycle, renewing the requirements which must be met with each new funding year. Section headings with a (2) are single unique events of major importance having variables and reporting requirements which we cannot know at this time. The following work items constitute a scope of services for consulting in Community Development Block Grant, HOME Program, Neighborhood Stabilization Program (NSP) and other HUD or State of Arizona funding.

III. ACTIVITY OUTLINE

- A. IDIS Reporting/Draw System (1)
 - o Entering draw activity
 - o Establishing accounts
- B. HOME Activity (1)
 - o Coordination with Consortium
 - o Implementation schedules
 - o Site reviews for compliance
 - o Agency reviews for subrecipient monitoring
 - o Programmatic reporting
- C. Proposals (1)
 - o Criteria ranking for grant proposals
- D. Five Year Consolidated Plan (2)
 - o Agency information gathering and consultations
 - o HUD guidance updates
 - o Public review process
 - o Annual Plan update incorporated in assessment
 - o Assembly and defense of a HUD complaint document
- E. Reporting (1)
 - o Annual Action Plan Development
 - o Consolidated Annual Performance and Evaluation Report (CAPER)



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- Specialty Areas
 - Environmental Review Records
 - LERD-Level of Environmental Review Determination's
 - Format I Environmental Reviews
 - Other environmental assessments, as necessary
 - Lead Based Paint Reporting and Testing
 - Davis Bacon Compliance and Reporting
 - Relocation Activities
 - Fair Housing
 - Section 3
 - ADA/Section 504
 - Minority/Women Owned Business Enterprise Reporting
- Analysis to Impediments (AI) updates
- Eligibility surveys

- F. Homebuyer Rehabilitation Program (1)
 - Inspections before and after rehabilitation
 - Value assessment
 - Homebuyer verifications
 - Environmental reporting
 - Independent cost reasonableness assessments for rehab

- G. General File Documentation and Format (1)
 - Project primary beneficiaries determination

- H. FHEO/ADA/Section 3/Affirmative Marketing/Section 504 (1)
 - Public notices
 - Outreach by public meetings and presentations to interested groups
 - Regular reviews for accomplishments

- I. Citizen Participation (1)
 - Timing and format establishment
 - Records access and data availability
 - Key documents availability in summary format

- J. Self Funding/Asset Development Activities (1)
 - Leveraging of funds
 - Soft and hard dollar leverage
 - Recovering/revolving loans
 - Section 108 loan guarantees
 - Developing partnerships that generate income
 - State Housing Trust Funded proposals
 - Management and documentation needs
 - State Tax Credit project proposals
 - Review and pro-forma analysis

- K. Subrecipients (1)
 - Monitoring
 - Progress assessments
 - File formats and checklists



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L. Automation Assistance/Training for Block Grant Functions (1)

- CPMP tool for reporting
- Downloading HUD documents and formats
- Uploading of reports and necessary items to HUD
- Spreadsheets as needed for HUD compliance
- Database management for HUD compliance

M. HUD Monitoring and Review Assistance

N. Special Projects

- We anticipate there will be project work required for changes to HUD reporting and changing programmatic requirements. Travel may be required.

IV. Federal Requirements

All recipients and subrecipients of federal funding are required to comply with all federal and state laws, rules, and regulations and therefore must ensure that their contractors also comply with all federal and state laws, rules, and regulations conditions. The following Attachments are incorporated into the contract.

- **Attachment A – Standard Federal Provisions**
- **Attachment B – Business Information Form**



SUBMITTAL REQUIREMENTS

Solicitation Number: Q13-05

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
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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 shall not exceed twelve (12) pages and shall contain the following elements listed below:

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

A. Qualifications and Experience:

- Provide a written narrative on the firm's history and its experience.
- Indicate staff capabilities and planned assignments.

B. Understanding & Method of Approach:

- Indicate an understanding of the scope of work and a proposed plan and method of approach to accomplish the scope of work.
- Overall firm and staff projected workload.

C. Cost/Fee Proposal:

- Provide an hourly fee for the services specified in the scope of work.

D. References from Similar Projects:

- Three (3) owner references from completed or ongoing projects within the last three (3) years
- For each reference identified, provide the client name, contact person, a description of the project, and the role of the firm in the project.

E. Conformance to Request for Proposals:

- Complete all City forms/questionnaires.
- Any exceptions to any part of the RFP must be clearly noted and identified.
- City required forms are not included in the 12-page limit.

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. Understanding & Method of Approach
- b. Qualifications and Experience
- c. Cost/Fee
- d. References from Similar Projects
- e. Conformance to Request for Proposals
- f. Section 3 Business Concern
- g. Minority or Women Owned Business Concern

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.



SUBMITTAL REQUIREMENTS

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IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on October 23, 2012.

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

City of Peoria
Materials Management
Attn: Christine Finney
9875 N. 85th Avenue
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.

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

**Materials Management
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9875 N. 85th Ave., 2nd Fl.
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Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Hourly rate for consulting services as outlined in the contract scope of work (average 40 hours per month, 480 hours annually)	480	HR	\$ <u>50</u>	\$ <u>24,000</u>
	Total:				\$ <u>24,000</u>



QUESTIONNAIRE

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

1. Company: City of Chandler
 Contact: Jennifer Morrison, Neighborhood Resource Director - 480-782-4347
 Address: 235 South Arizona Avenue, Chandler, AZ
 Phone: 480-782-4347
 Email: Jennifer.Morrison@chandleraz.gov
 Type of Work: Lead Based Paint Assessment, Environmental Housing Reviews, Implementation Reviews
Asbestos Reviews - Project HUD Eligibility assistance and regulatory reviews.

2. Company: Paragon Mortgage
 Contact: Deidra Huerta, Project Coordinator or Mary Cookman, Administrator
 Address: 1130 East Missouri Avenue Suite 204
Phoenix, Arizona
 Phone: 602-266-3865
 Email: MCookman@paragon-mortgage.com
 Type of Work: HUD Environmental reviews and compliance work, Phase I Reviews. Implementation
Lead Based Paint Analysis

3. Company: Native American Connections
 Contact: Joe Keeper, Director of Real Estate Development
 Address: 4520 North Central Avenue, Suite 600
Phoenix, AZ.
 Phone: 602-254-3247
 Email: j.keeper@nativeconnections.org
 Type of Work: HUD Regulatory Reviews, Environmental Compliance, City Project Coordinaton
Phase I and HUD 4128 Part 50 and Part 58 format reviews.



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

No Exceptions

Exceptions as follows:



QUESTIONNAIRE

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City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.



QUESTIONNAIRE

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

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

Required for Federal Programs our firm is DUNS number registered 01-822-9445 as a woman owned business.



ATTACHMENT A

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STANDARD FEDERAL PROVISIONS

Compliance with Civil Rights Act of 1964

During the performance of this contract, the contractor agrees to comply with the following:

(i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

Termination for convenience (43 CFR § 12.84)

Except as provided in §12.83 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

Equal Employment Opportunity (41 CFR § 60-1.4)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, marital status or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, marital status or disability.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be



ATTACHMENT A

Solicitation Number: Q13-05

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declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with Copeland Act Requirements

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Compliance with Davis-Bacon Act

Contractor shall comply with the Davis Bacon Act (40 U.S.C. §276a-276a-7) as Supplemented by Department of Labor regulations (29 CFR Part 5):

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).



ATTACHMENT A

Solicitation Number: Q13-05

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Fax: (623) 773-7118

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

Contract Work Hours and Safety Standards Act

Contractor shall comply with Sections 102, 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Patent Rights (43 CFR Part 12)

Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Copyrights (43 CFR § 12.74)

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

Audit Practices (43 CFR Part 12)

The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of Records (43 CFR Part 12)

The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

Clean Air Act, Clean Water Act, and EPA Regulations

Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Energy Policy and Conservation Act

Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Central Contractor Registration Required

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—



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- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.
- (d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.
- (e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

Section 3 Clause (24 CFR § 135.38)

The Consultant is required to comply with Section 3 regulations and report Section 3 activity to the City by July 15th of each year, as follows:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



ATTACHMENT B

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BUSINESS INFORMATION FORM

Attention Contractors:

This project is being funded, in part or in whole, by Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD).

HUD requires, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, that employment and other economic opportunities generated by this financial assistance be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses concerns which provide economic opportunities to low-and very low-income persons per 24 CFR part 135.1(a).

Furthermore, recipients of HUD funding agree to take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies of projects assisted with HUD funds.

In order to comply with HUD reporting regulations, the attached business information form is required to be completed by each contractor who is awarded a contract under this project, regardless of its business classification.

Please contact the project manager with any questions you may have regarding business classifications.



ATTACHMENT B

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BUSINESS INFORMATION FORM

I certify that according to the definitions provided with this form, my business is:

- A Small Business Enterprise
- A Minority Business Enterprise (please circle one) – White Americans, Black Americans, Native Americans, Hispanic Americans, Asian/Pacific Americans, Hasidic Jews, Other
- A Women-Owned Business Enterprise
- A Section 3 Business that is at least 51 percent owned and managed by a Section 3 resident or residents
- A Section 3 Business with at least 30 percent of permanent, full-time employees are Section 3 residents
- A Section 3 Business that can provide evidence of a commitment to subcontract in excess of 25 percent (25%) of the amount of all subcontracts to Section 3 certified businesses.
- Not one of the above classifications

I certify and affirm under penalty of prosecution for perjury that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements are punishable under Federal and state law and will disqualify certification status.

Sarita J. Appleby
Signature

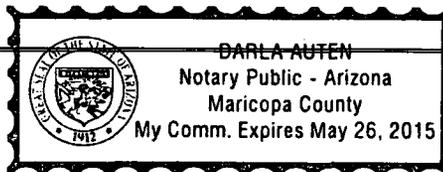
N/A
Secretary

Sarita J. Appleby
Printed Name

10/25/12
Date

86-0885092
Business Tax Identification Number (TIN)

Notary



STATE OF ARIZONA)
COUNTY OF Maricopa)ss

Darla Auten
Notary Public

Subscribed and sworn to before me
this 25th day of October, 2012

Please note: If you certify that your business meets any of the above classifications, including Section 3, you may be asked to provide documentation and additional information as may be reasonably required to verify your certification. Nothing contained within this Business Information Form is to be interpreted as a promise or contract.



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BUSINESS INFORMATION FORM

Definitions:

Small Business Enterprise (SBE) – A business that is independently owned and operated and which is not dominant in its field of operation and in conformity with specific industry criteria defined by the Small Business Administration (SBA). Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

Minority Business Enterprise (MBE) - A business that is both owned and controlled by minorities. This means that there must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

Women-Owned Business Enterprise (WBE) – A business that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Section 3 Business Concern - A business that meets at least one of the following:

- Is at least 51% or more owned by Section 3 residents (see definition and qualifications below); or
- At least 30% of its permanent, full-time employees are currently Section 3 residents, or within three years of the date of first employment with the business were Section 3 residents; or
- Can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business.

Section 3 Resident Criteria – Section 3 residents are:

- Public housing residents including persons with disabilities; and
- Low and very-low income residents that earn no more than the following amounts:

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$37,200	\$42,500	\$47,800	\$53,100	\$57,350	\$61,600	\$65,850	\$70,100