City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No: **P11-0105**

Materials and/or Services: **Residential Property Supplies and Services**

Proposal Due Date: **September 29, 2011**

Proposal Time: 5:00 P.M. AZ Time

Contact: **Jennifer Miller**

Phone: (623) 773-7115

Mailing Address: City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

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

OFFER

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

For clarification of this offer contact:

Name: Billy Jameson

Telephone: 6024860763 Email: admin@capstoneroofingaz.com

Capstone Roofing LLC.
Company Name

Authorized Signature for Offer

1801 Grand ave
Address

Bill Jameson
Printed Name

Phoenix AZ. 85007
City State Zip Code

OWNER.
Title

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

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

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

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City Seal

CC:

Contract Number: ACON60111

Official File:

City of Peoria, Arizona. Effective Date: 11-23-11

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

Contract Awarded Date November 22, 2011
Dan Zenko, Materials Supervisor

A CON 60111

COP 203RFP (06/21/10) CW

SOLICITATION AMENDMENT

Solicitation No:	P11-0105
Description:	Residential Property Supplies and Services
Amendment No:	One (1)
Solicitation Due Date:	September 29, 2011
Solicitation Due Time:	5:00 P.M.

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

Buyer: Jennifer Miller

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

Page 24, SPECIFICATIONS, Item II., SCOPE, the following services shall be deleted:

G. Painting

Page 24, SPECIFICATIONS, Item II., SCOPE, the following services shall be added:

G. Septic Services

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

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Billy Jameson Owner
Typed Name and Title

Capstone Roofing LLC.
Company Name

1801 Grand ave
Address

Phoenix AZ 85007
City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 21, 2011

at Peoria, Arizona

Jennifer Miller, CPPB
Contract Administrator

Copyright 2003 City of Peoria, Arizona
COP 207 (02/01/08)HFK

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

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

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

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

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

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

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

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

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

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

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

12. **AWARD OF CONTRACT:**

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

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

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

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

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the 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 contact. 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

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

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a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

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.

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P11-0105**

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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 **Residential Property Supplies and Services.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Prospective Offeror's Conference:** Prospective Offeror's are invited to attend a conference to be held at the City of Peoria Municipal Offices:

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

   DATE: **September 21, 2011**

   TIME: **9:00 a.m., Arizona Time**

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

4. **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.

5. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

6. **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.

7. **Contract Type:** Term with Justifiable Price Adjustment Allowed Indefinite Quantity

8. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

9. **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.

10. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

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11. **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.

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

13. **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. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

    a. Past Performance. Contractor shall provide three (3) favorable owner references for similar work on the form provided. (1 page, form provided)

    b. Qualifications/License. Contractor shall provided copy of license for work being proposed on. (1 page)

    c. Company Profile. Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time. Indicate date business was established, soundness of business and workforce. (1 page)

    d. Cost. (1 page, form provided)

    e. Organizational Capability. Contractor shall demonstrate ability to manage schedule and complete punch list and close project out. Include knowledge of City permit process, etc. (1 page)

    f. Quality Control. Discuss technical expertise and work methods. (1-2 pages)

    g. Section 3 Qualified. (Check box if qualified)

14. **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.	Past Performance	150 points
b.	Qualifications	150 points
c.	Company profile	150 points
d.	Cost	175 points
e.	Capablity	100 points
f.	Quality Control	75 points
g.	Section 3 Qualified	150 points
h.	Conformance to RFP	50 points

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.

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15. **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.

16. **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.

17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.

18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.

20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

26. **Delivery:** Delivery shall be made within seven (7) days of receipt of a purchase order.

27. **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.

28. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

29. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.

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30. **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.

    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.

31. **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.

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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.

d. Professional Liability

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

32. **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.

In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims 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.

33. **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.

34. **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.

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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.

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

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

36. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

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

38. **Confidential Information:**

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

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d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

39. **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.

40. **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.

41. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.

42. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

43. **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.

44. **Samples:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City of Peoria Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

45. **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 quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.

46. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

47. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

48. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

49. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

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a. A formal announcement from the manufacturer that the product or model has been discontinued.

b. Documentation from the manufacturer that names the replacement product or model.

c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

50. **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:

a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to 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

51. **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.

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52. **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.

53. **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-compliant 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. Any combination of the above or any other remedies as provided by law.

54. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and the Contractor shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

55. Contractor shall be in compliance 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 (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

56. Contractor shall be in compliance with 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).

56. **HUD Section** 3 The City makes every effort to comply with the U.S. Department of Housing and Urban Development regulations in 24 CFR part 135, which implement Section 3 economic opportunities for low and very-low income persons. The City will include the following clause in all Section 3 covered contracts:

    The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban

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Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the 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.

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.

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.

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.

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.

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. 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).

Special Provisions are added to comply with the Requirements for U.S. Department of Housing and Urban Development (HUD) and Community Development Block Grant (CDBG).

Davis-Bacon Act -(40 U.S.C. §276a-276a-5)
All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the $2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or

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subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.
Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

Davis-Bacon Act Contract Provisions
All Federal and federally assisted contracts subject to the Davis-Bacon and related acts must include the standard contract clauses included in Department of Labor regulations (29 CFR §5.5). These clauses are reprinted below [§5.5(a)(1)- §5.5©)].

§5.5 Contract provisions and related matters
(a) The agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such
modifications are first approved by the Department of Labor):
(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)
(2) of the Davis-Bacon Act on behalf of laborers or mechanics are
considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period , are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's

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payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accesible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage Determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) Except with respect to helpers as defined in 29 C.F.R. §5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(4) With respect to helpers as defined in 29 C.F.R. §5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the administrator for determination. The administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer within 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2)*Withholding.* The (write in name of federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3*) Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and

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mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2)That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4)*Apprentices and trainees*---(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the

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bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wages rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determine that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. *(iii) Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. (iv)*

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR §5.5(a)(1) through (10) and such other clauses as (write in the name of the federal agency). may be appropriate or as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR §5.5.

(7) *Contract termination: debarment*. 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.

(8) *Compliance with Davis-Bacon and Related Act requirements*. All rulings and interpretations of the Davis-Bacon and

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Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.
(9) *Disputes concerning labor standards.* 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 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) *Certification of eligibility..* (i) 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).
(ii) 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).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
(b) *Contract Work Hours and Safety Standards Act.* The agency head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

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*§ 5.5 (a)(4)(iv) removed. See June 26, 1992.
Federal Register.
These clauses shall be inserted in addition to the clauses required by §5.5(a) or §§4.6 of Part 4 of this title. As used in This paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract
(2) work which may require or
(3) involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages: liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the agency head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic

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payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wage paid. Further, the agency head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

57. Contractor agrees to perform repairs/rehabilitations that meet or exceed City of Peoria rehabilitation standards which meet or exceed the minimum housing quality standards.
http://www.peoriaaz.gov/uploadedFiles/Peoriaaz/Departments/Community_Development/Neighborhood_Services/Federal_Programs/ExhibitI-RehabilitationStandards.pdf

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I. PURPOSE

The City of Peoria intends to establish multiple contracts with qualified contractors to provide facilities supplies and services.

II. SCOPE

The following supplies and services shall be provided on an as needed basis:

A. Heating and Air Conditioning
B. Locksmith
C. Existing Building Construction/Rehabilitation
D. Roof Repair and Replacement
E. Electrical
F. Plumbing
G. Painting
H. Window/Glass Replacement

III. REPAIR WARRANTIES

Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs warranted for a minimum of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City. Any replacement parts that fail during the warranty period shall be replaced at no charge to the City including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

IV. REPAIR AND REPLACEMENT PARTS

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s).

V. WORKMANSHIP

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, ad shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

VI. LABOR RATES

Labor rate will start upon arrival at a job site and end upon completion of work that day at job site. The City will not be charged portal to portal rates or additional charges for service calls. All jobs are expected to require one (1) service person. Authorized City representative must approve of multiple service people

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before the work is started.

VII. GOVERNING LAWS

The Contractor shall be responsible for complying with the Peoria Building Safety Codes, the City of Peoria Fire code, and all other governing codes, permits, rules, laws, regulations, and statutes pertaining to the work being performed.

VIII. FINAL INSPECTION AND APPROVAL

The Contractor shall request the project manager to conduct a site inspection after the project is complete. The project manager may prepare a "punch list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

IX. CLEANING

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish and debris shall be disposed of by the Contractor at the Contractor's expense.

The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the project manager will be consulted.

X. SECURITY

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

XI. BACK ORDERS

All back orders must have the prior approval of the City representative placing the order. The City will not accept delivery of back orders without this prior approval to back order.

XII. SUBMITTAL REQUIREMENTS

Proposals shall contain the following:

a. Past Performance. Contractor shall provide three (3) favorable owner references for similar work on the form provided.
b. Qualifications/License. Contractor shall provided copy of license for work being proposed on.
c. Years in business. Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time. Indicate date business was established, soundness of

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business and workforce.

d. Cost. Include hourly rate and percentage of markup not-to-exceed 15%

e. Organizational Capability. Contractor shall demonstrate ability to manage schedule and complete punch list. Include knowledge of City permit process, etc.

f. Quality Control. Discuss Technical expertise and work methods.

g. Section 3 Qualified. See page #35

Contractor shall submit above requirements for each discipline being proposed on.

Contractor shall agree to provide to City an annual report of newly hired employees.

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	Solicitation Number: **P11-0105**	

HEATING AND AIR CONDITIONING

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor. Contractor may be required to provide any subcontractor costs and/or back up documentation on equipment costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

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EXISTING BUILDING CONSTRUCTION/REHABILITATION

Contractor must be able to accommodate home repairs/rehabilitation on manufactured homes as well as site built homes.

Contractor may be required to provide any subcontractor costs and/or back up documentation on materials costs.

Work may consist of the following areas including but not limited to:

Demolition	Concrete
Carpentry	Roofing
Electrical	Painting
Plumbing	Flooring
Fencing	Block/Brick Laying

Contractor will be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor agrees to make repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

ROOF REPAIR

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor may be required to provide any subcontractor costs and/or back up documentation on materials costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

The contractor shall have the ability to self perform to complete repairs and re-roofs.

Material markup shall not exceed 15% 15 %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ 30 per hour

Weekends and After Hours $ 45 per hour

Holidays $ 60 per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, proposers shall have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: Capstone Roofing LLC.

License Classification: K-42 License No 215920

Expiration Date: Jan 2012

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

ELECTRICAL

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor may be required to provide any subcontractor costs and/or back up documentation on parts costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, proposers shall have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

PLUMBING

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor may be required to provide any subcontractor costs and/or back up documentation on parts costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, proposers shall have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

SEPTIC REPAIR/REPLACEMENT

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor may be required to provide any subcontractor costs and/or back up documentation on parts costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, proposers shall have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

WINDOWS AND GLASS REPLACEMENT

Contractor shall be expected to provide written estimates and schedules for planned work at no cost to the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor may be required to provide any subcontractor costs and/or back up documentation on materials costs.

Contractor is responsible for repairs of properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Material markup shall not exceed 15% _____ %

Percent of markup will be negotiated at the time of work ordered. Contractor required to provide backup documentation for cost of materials at the time of submitting invoice for payment.

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. $ _____ per hour

Weekends and After Hours $ _____ per hour

Holidays $ _____ per hour

CONTRACTOR LICENSING REQUIREMENTS

Proposers shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, proposers shall have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. Offeror certifies that he/she has the following license:

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

QUESTIONNAIRE

Solicitation Number: **P11-0105**

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

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

1. Company: City of Phoenix – Purchasing Dept.
   Contact: June Hanson Phone: 602-262-7799
   Address: 200 W. Washington St, Phx AZ. 85003
   Description of Work: City own properties, Neiborhood Services dept. all type of Roofing Systems 24R. Contract
   Annual Value: Current still open Contract

2. Company: City of Phoenix – Human Resources Dept.
   Contact: Fran Tropea Phone: 602-534-7637
   Address: 200 W. Washington St. Phx, AZ 85003
   Description of Work: Diognostic and Patch and Repair Roofs.
   Annual Value: Current Contract (open still)

3. Company: Western Power Administration – Desert Southwest Regional
   Contact: David Pflanz Phone: 602 605 2472
   Address: 615 S. 43rd ave Phx, AZ 85005
   Description of Work: foam, Coating and tile
   Annual Value: $500,000.00

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC215920

This is to Certify That

CAPSTONE ROOFING L L C

Having been shown to possess all the necessary qualifications and having complied with all the requirements of the law is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

K-42
ROOFING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this **23RD** *day of* **JANUARY, 2006.**

ARIZONA REGISTRAR OF CONTRACTORS
1931

DIRECTOR

CAPSTONE ROOFING LLC

Capstone Roofing LLC.

Lic # ROC215920 **1801 Grand Ave Phoenix, Az. 85007**

Good Day,

Capstone Roofing llc. is a small family owned roofing business which guarantee that our personnel are qualified in performing all aspects of this maintenance contract. **Billy Jameson**, The owner/ operations manager, has been in the roofing industry since 1980 in the State of Arizona. We employ about 25 employees, who are experience in their different positions and in all roofing systems. We are currently still in good standing with the Arizona Commission Corporation. We have an "A" rating with the better business bureau.

All of our team have a key role in every project, our team consist of:

- Billy Jameson- Owner and operations Manager (**602-505-9356**)
- Tirzah Chavis-office administrator been with the company 5 years (**602-486-0763**)
- Dominique Johnson- Assistant Administrator been with the company 2 years (**602-486-0763**)
- Eleanor Jameson-safety manager has been with the company for 4years and 3 years as safety. Is OSHA certified. (**602-486-0763**)
- Kathy Sainz-project coordinator has been with the company for 3 years.(**602-272-2528**)
- Ladio Chavis - superintendant has been with the company for 5 years (**602-459-4673**)
- Billy Jameson jr., James Wilson, Jose Gonzalez, are our Forman they have been with the company 5 years
- Tradesman and labors. Most of them been with the company sense we opened . We don't have a big turnover rate.

We can present resumes upon request.

Please, feel free to contact us if you have any questions , call 602-272-2528 or 602-486-0763. you can also send an e-mail to **admin@capstoneroofingaz.com**. We appreciate your time and look forward to working with you in providing the best roofing services for your community..."We are the final Capstone to your Project"

THANK YOU,
CAPSTONE ROOFING
Kathy Sainz
602-272-2528

Office 602-486-0763 Fax 602-442-6692 Cell 602-505-9536 E-Mail admin@capstoneroofingaz.com

Capstone Roofing llc. Quality Assurance Program

Capstone Roofing llc. has a quality assurance program that we follow to make sure our production and quality is the best. We follow our policies and procedures on our projects.

Before the project is started:

1. We attend a pre- job meeting with customer.
2. We contact the manufactures and at a min. follow their recommended specs.
3. Then we verify with the owner or general contractor for materials, dates , schedules, and look/ discuss risk management plans.

During a project:

1. We attend meetings with customer or the G.C.
2. supervise job progress, have meetings with employees and measure the progress of a project.
3. We follow all OSHA safety standards and have tailgate safety meetings.
4. We test material applications and do inspections to make sure there are no problems that may have come up.
5. We practice customer service throughout the project and expect our employees to do the same.
6. Invite manufacture material rep for inspections
7. We stay in communication with the owner or G.C.

Final stage:

1. We do a in house final inspections and take photos
2. We complete a punch list
3. We do a final walk and meeting with the customer or G.C. to make sure they are satisfied.
4. We provide warranties
5. Fill out any project completion forms, lien waivers, ect.
6. Final, we follow up with a customer care survey it gives the customer a chance to evaluate us as a company , our quality of workmanship, and customer service.

City of Peoria Permit Process:
contact is : Michelle in the Building and safety dept.
Residential : If no decking is being removed then we don't need to purchase a permit. if there is decking being removed we need to purchase a permit and it is $50 and a 4 day process after submitting the Miscellaneous permit application.
Commercial: All commercial roofing require a permit. the minimum to pay is $200. It is $50 for the permit and $150.00 per a 2 hour plan review. Need to submit the Miscellaneous permit application.

CAPSTONE ROOFING LLC

Capstone Roofing LLC.

Lic # ROC215920 **1801 Grand Ave Phoenix, Az. 85007**

To whom it may concern,

Hello, We here at Capstone Roofing llc. are experience in various roofing systems. We can provide the following systems and are acceptable applicators with many different manufactures in each different systems.

Shingle- we can tear off , replace, repair and over lay shingles per manufacture specifications, we are qualified master shingles.
Tile- we can remove, replace, cement, clay, ceramic tile we have been certified in this system.
Underlayment-we can remove and replace all different underlayment per manufacture specifications.
Elastomeric Foam and coating- we can remove and replace a foam roof, we can coat an existing roof, we can build up the crickets, and spray foam on any system per manufacture specifications.
Single Ply- we are able to remove and replace single ply, TPO system. we are qualified applicators for different manufactures and follow their specifications.
Built up Roofing-we are able to demo and apply built up roofing per manufacture specifications.
Seam Metal- We are able to remove and replace per manufacture specification.
Patch and Repair- we offer 24 hour emergency service and no job is to small or too big. we will come out for a patch and repair any time.
Sky lights/ miscellaneous roofing items- we install, repair, and replace various roofing items.

We can provide certifications or manufactures references upon request.

Office 602-486-0763 Fax 602-442-6692 Cell 602-505-9536 E-Mail admin@capstoneroofingaz.com

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0105**	

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

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

We have been Certified By ADOT and City of Phoenix. Attached is a Copy of our Certificate

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT

CAPSTONE ROOFING LLC

IS HEREIN GRANTED

MINORITY-OWNED BUSINESS ENTERPRISE (MBE)
&
SMALL BUSINESS ENTERPRISE (SBE)
CERTIFICATION

In the Area(s) of:

Roofing contractors

Certification Eligibility: February 10, 2009 – July 31, 2012

This certification is valid through the above date provided this firm meets the on going programmatic standards and fulfils the annual update requirement to remain in good standing as a MBE/SBE.

Carolyn S. Gall, Deputy Director
City of Phoenix Equal Opportunity Department

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

☐ **Attach a copy of your Contractor's License(s) to your bid submittal.**

☒ **Qualified for Section 3**

The purpose of section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons.

A Section 3 Business Concern means a business concern:

(1) That is 51% or more owned by section 3 residents; or
(2) Whose permanent, full-time employees include persons, at least 30% of whom are currently section 3 residents, or within three (3) years of the date of first employment with the business concern were section 3 residents; or
(3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) and (2) above.

A Section 3 Resident means:

(1) A public housing resident; or
(2) An individual who resides in the metropolitan area on nonmetropolitan county in which the section 3 covered assistance is provided, and who is:
    a. A low-income person (families or single persons) whose income does not exceed 80% of the area median income; or
    b. A very low-income person (families or single persons) whose income does not exceed 50% of the area median income.
(3) A person seeking the training and employment preference provided by section 3

Print Form

City of Peoria
Planning and Community Development
Neighborhood and Revitalization Section
9875 N. 85th Avenue
Peoria, AZ 85345
(623) 773-7250

SECTION 3 NEW HIRE REPORT

SECTION A

Project Name: Residential Property Supplies Services	Site Address: Point of View	Contract Number: P11-0105
Contractor or Subrecipient Business Name:	HUD Reporting Period: **July 1, 2011 to June 30, 2012** Contact/Subrecipient Agreement Period:	
Firm Completing this Form: Capstone Roofing LLC. Mailing Address: 1801 Grand ave Phoenix AZ 85007	Contract Description Contract Amount	

Person Completing this Form:	Telephone Number:	Fax Number:	Email Address:
Kathy Sainz	602 272 2528	602 442 6692	admin@capstoneroofingaz.com

SECTION B - COPY AND ATTACH ADDITIONAL PAGES AS NEEDED

Name of New Hire	Date Hired	Check if Section 3 Resident (See definition on next page)	Is This Person A Trainee?	List Job Title and/or Trade	Job Category Code (see below)
		☐	☐		☐
		☐	☐		☐
		☐	☐		☐
		☐	☐		☐
		☐	☐		☐
		☐	☐		☐

JOB CATEGORY CODES:

Professionals	P	Sales	S	Labor	L
Technicians	T	Tradesperson	TP	Other	OTH
Office or Clerical	OC	Service Workers	SW		

☒ **Check this box if there were NO new hires during this period.**

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Kathy Sainz
Signature

Project Manager
Title

9/1/11
Date

Section 3 Business Concern Certification

This certification is made with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government.

Project Name	Project Number
Bill Jameson Owner/Officer Name	Title Owner
Capstone Roofing LLC. Business Name	1801 Grand ave. Business Address
602 486 0763 Business Phone Number	admin@capstoneroofingaz.com Business E-mail

Under the penalty of perjury I hereby state, that I am the owner or officer of the company listed above, whose business concern is

- ☐ 51% or more owned and managed by qualified Section 3 residents;
- ☐ Employs Section 3 residents for at least 30% of its full-time, permanent staff; or
- ☐ Provides evidence of a commitment to subcontract to Section 3 Business Concerns, 25% or more of the dollar amount of the awarded contract.
- ☐ None of the above.

And, for the project named above, I claim preference in contracting as a Section 3 Business Concern in the category listed below:

- ☐ Category 1: Business concern that is 51% or more owned by **residents of the housing development for which the Section 3 covered funds are expended**, or whose full-time permanent work force includes at least 30% of these persons as employees.
- ☐ Category 2: Business concern that is 51% or more owned by **residents of other City of Phoenix managed housing developments, including scattered sites**, or whose full-time permanent work force includes at least 30% of these persons as employees.
- ☐ Category 3: HUD YouthBuild program within the city of Phoenix.
- ☆ Category 4: Business concern that is 51% or more owned by **Section 3 residents, including residents receiving other HUD housing assistance or who live in low-income households**, or whose full-time permanent work force includes at least 30% of these persons as employees.
- ☐ Category 5: Business concerns that **subcontract at least 25% of the total contract award to Section 3 Business Concerns** (Categories 1-4 above.)

I agree to provide the following evidence to the Project Manager to support this claim for Section 3 preference.

a) For businesses claiming **Section 3 status based on ownership** of the firm:
- ☐ Copy of the Articles of Incorporation, Articles of Organization, or Certification of Partnership
- ☐ List of owners, stockholders, or partners, and percentage (%) ownership of each
- ☐ Section 3 Resident Affidavits from owners or officers who qualify as Section 3 residents
- ☐ Category 1 and Category 2 only: Evidence of public housing assistance for each Section 3 eligible owner

b) For businesses claiming **Section 3 status based on a workforce** comprised of at least 30% Section 3 residents:
- ☐ List of all current full-time employees, their hire dates, and their Section 3 status
- ☒ Section 3 Resident Affidavits from all employees for which you are claiming Section 3 status.

c) For businesses claiming **Section 3 status based commitment to subcontract 25% to Section 3 Business Concerns:**
- ☐ List of subcontracted Section 3 businesses and subcontract amount
- ☐ Evidence that identifies each firm listed as a Section 3 business (i.e., written acknowledgement from City of Phoenix or the evidence listed above in paragraphs (a) and (b).)

AFFIANT

By signing below, I declare under penalty of perjury that the information provided above and all supporting documents submitted with this certification are true and correct. In addition, I acknowledge that additional documentation to support or verify my claim for Section 3 preference may be requested by the City of Phoenix Housing Department or HUD and I agree to comply with such a request, should it arise.

Signature: Billy Jameson
Title: Owner
Printed Name: Bill Jameson
Date: 9/12/11

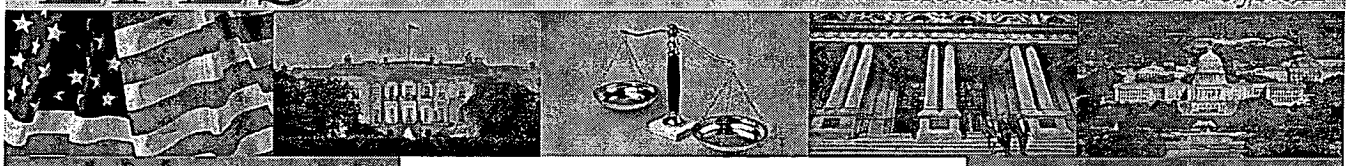
NOTARY

On this 12 day of September, 20 11, before me personally appeared Billy Jameson (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

Tirzah Chavis
Notary Public
My commission expires: 8/19/2013

TIRZAH CHAVIS
Notary Public - Arizona
Maricopa County
(Seal) Expires 08/19/2013

EPLS Excluded Parties List System



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Capstone Roofing

As of 16-Nov-2011 9:15 AM EST

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Advanced Search Tips
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News
> System for Award Management (SAM)

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

EPLS Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : Capstone Roofing
as of 16-Nov-2011 9:15 AM EST

Your search returned no results.