



City of Peoria, Arizona Request for Quotation



Request for Quote No.: **Q08-02** Bid Due Date: **September 27, 2007**
 Materials and/or Services: **Consultant Services for Grants** Time: 5:00 P.M. MST
 Contact: **Christine Finney**
 Location: City of Peoria, Materials Management Phone: (623) 773-7115
 Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

This is NOT a Purchase Order

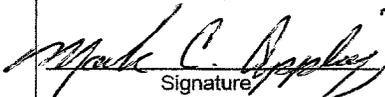
The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces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

Delivery Location: 8401 W. Monroe, Peoria, AZ 85345 Buyer: **Christine Finney**

Vendor Quotation

Delivery shall be made _____ Calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Telephone
Com Sense, Inc.	2705 E. Menlo St.	Mesa	AZ	85213	480-649-8080

 Mark C. Appleby President 9/17/2007
 Signature Typed Name Title Date

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

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

Attested by:


 Mary Jo Kief, City Clerk

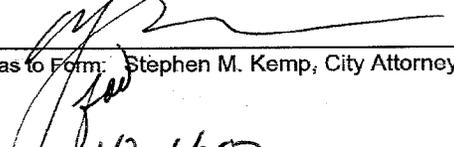
A CON 61907
 Contract Number



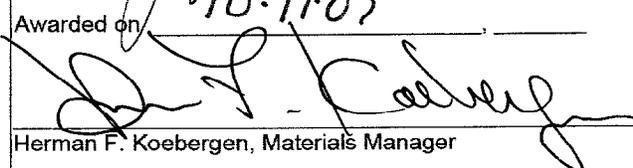
Official File

City of Peoria, Arizona. Eff. Date: Nov 1, 2007

William L. Emerson, Assistant City Attorney

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

Awarded on 10-11-07


 Herman F. Koebergen, Materials Manager

A CON 61907



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: **Q08-02**

Company Name: **Com Sense, Inc.**

Item	Description of material and/or services	Quantity	Unit	Unit Price	Annual Price
1.	Hourly rate for consulting services as outlined in the contract scope of work (average 40 hours per month, 480 hours annually)	480	HR	\$ 50	\$ 24,000
<p style="text-align: right;">Subtotal:</p> <p>Not Applicable Consulting Services no taxable Products</p> <p style="text-align: right;">Total:</p>					<p style="text-align: right;">\$ 24,000</p> <hr/> <p style="text-align: right;">\$ NA</p> <hr/> <p style="text-align: right;">\$ 24,000</p>

Jurisdictions through January 12, 2010 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.

- Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal environmental assessment reviews as well as lender liability assessments.

Office Location: 2705 E. Menlo Street
Mesa, Arizona 85213-1550

C. Cost/Fee Proposal:

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

Fees for production of books are based on their actual cost. For example typically an Annual Action Plan will cost \$35 per bound book with data disks; the CAPER typically will cost \$40 per bound book with data disks. This costs include shipping to HUD and delivery to the City of Peoria as required. From time to time hard copies of environmental reviews and various reports (IE. Analysis of Impediments, Objectives Implementation Reports, Section 504 Compliance Reports...) will be required and typically would not exceed \$25 per book.

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

D. References:

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

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

Toby House/Mercy Housing - Contact: C.J. Sotak - 602-953-3025

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

A. Project Scope:

Plan and Method of Approach to accomplish the Scop of work

- IDIS Reporting/Draw system & conversion
 - Establishing standard draw activity
 - Establishing accounts

Our proposal will be to conduct all IDIS entries with the oversight of the CDBG Coordinating accountant. We have 6 years + experience working the HUD IDIS draw system entry program and have accounts access authority to create and establish all accounts as required.

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

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

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

We are fully trained in the latest HUD program inputs for the CPMP entries in project proposals. With developing guidelines for HUD being modified annually, we address those changes with recommendations to the City for staying in compliance. We are fully capable of completing Annual Action Plan development from initial project public notifications through ranking, and development of the Plan, presenting a draft for final approval and ultimately signature by City officials to accept the HUD entitlement allocation.

- 5 year Consolidated Plan 2005 (2005 - 2010)
 - Agency information gathering
 - HUD guidance updates
 - Public review process
 - Annual Plan update incorporated in assessment
 - Public hearing process
 - Assembly and defense of a HUD compliant document

We are intimately familiar with the City of Peoria 5 Year Consolidate Plan and recognize that in 2008 we must begin assembly for the 2010-2015, 5 year plan. Monthly we review HUD updates on the assembly of plan documents and keep 5 Year Plan goals and objectives coordinated with the Annual Action Plan so a record of success in addressing stated objectives can be demonstrated.

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

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

Additional reporting and documentation for environmental review, Davis Bacon, Relocation (Uniform Relocation Act), Fair Housing Equal Opportunity (and associated updates) and eligibility reporting are regular reporting activities conducted by Com Sense, Inc. with coordination from the appropriate City Department. Generally, once we are aware of the programs being conducted by the City we

undertake these processes automatically and complete the final documentation on demand by the department during times of audit or HUD monitoring.

- Rehabilitation Homebuyer
 - Inspections before and after rehabilitation for eligibility confirmation
 - value assessment
 - Home buyer verifications

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

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

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

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

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

- Citizen Participation
 - Timing and format establishment
 - Records access and data availability

- Key documents availability in summary format

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

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

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

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

We provide subrecipient monitoring and support during HUD and Maricopa County oversight reviews. All monitoring activity is coordinated with the CDBG/HOME program staff. We are fully capable of independent monitoring and then providing written results back to the City staff. We are intimately familiar with the City of Peoria subrecipient agreement and the HUD requirements for subrecipients and have

an excellent working knowledge of HUD eligibility requirements to assess against the work being performed by any subrecipient of HUD funds.

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

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

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

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

- HUD monitoring and reviews assistance

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

Anticipated City Involvement

We anticipate at minimum monthly meetings with staff to provide updates on

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

B. Experience

Personal and Business Statement Professional Qualification

SUMMARY

Extensive management experience with municipal operations, non-profits, and federal programs. Initiatives with HUD programs and private sector investments have resulted in numerous revitalization and economic development improvements. Expertise in financial, program development, long range and strategic planning. Ability to prepare and develop complex projects in fast paced environments. Known for logical, practical planning and implementation. *Committed to excellence*; articulate and persuasive in interpersonal and verbal/written communications; comfortable in professional relations with the highest-level executives and government officials. Experienced in Staff training and team building.

SELECTED PROFESSIONAL CREDENTIALS

- 20 years experience as manager and director of entitlement programs for City government.
- 7 years independent consulting on HUD program operations/compliance and development for entitlement programs in Arizona and California.
- Certified Environmental Manager (CEM) license #13227 from the Environmental Assessment Association.
- EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA Certified under Section 402 of TSCA 40 CFR Part 745, Subpart L expires January 12, 2010; EPA certified for Tribal

Habitat for Humanity West Valley - Contact: Doug Parker - 623-764-6822

Description: Environmental Assessments; Phase I Liability Assessments, 4128 simplified HUD formats, Format I assessments and Housing Quality Standards studies.

Community Services of Arizona- Contact: Sam Cioffi or Brian Swanton - 480-899-8717

Description: Environmental Assessments Format I, Phase I; technical HOME program assistance; HOPE III assessments; specification and construction management.

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

Description: Phase I and Format I environmental assessments; Consolidated Plan Development and Five Year Implementation Strategy.

City of Chandler - Contact: Pat Tyrrell - 480-786-2610

Description: Lead Based Paint Assessment, Environmental Housing Reviews, Redevelopment Area Survey of Housing Needs; Environmental Assessments; Analysis of Historic Resources; Comprehensive Housing Affordability Strategy Needs Assessment; Analysis to Impediments; Statistical Needs Survey for low income families; Integration in to Internet for retrieval of database information.

F: Exceptions:

Please note the exception to the hourly rate identified in item "C":

Fees for production of books are based on their actual cost. For example typically an Annual Action Plan will cost \$35 per bound book with data disks; the CAPER typically will cost \$40 per bound book with data disks. This cost includes shipping to HUD and delivery to the City of Peoria as required. From time to time hard copies of environmental reviews and various reports (IE. Analysis of Impediments, Objectives Implementation Reports, Section 504 Compliance Reports...) will be required and typically would not exceed \$25 per book.

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201

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

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

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

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

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

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

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

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

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

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

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

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

Thank you for your cooperation.



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

MUST BE
 DISPLAYED IN A
 CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE

~~NOT TRANSFERABLE~~

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

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 49, CHAPTER 9, ARTICLE 1.

ISSUED
 TO

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

07-553291-Z

ALL communications
 and Reports MUST
 REFER to this
 LICENSE NO.

17 BUSINESS CODE

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



00078984

PRIVILEGE LICENSE NO.
 NON-TRANSFERABLE

8/26/1997
 DATE ISSUED

TRANSACTION PRIVILEGE (SALES) TAX LICENSE

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

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

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

CODE 5999
 MISC RETAIL-USE TAX

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

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

POST THIS LICENSE IN A CONSPICUOUS PLACE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

AUG 11 2006

Mr. Mark Appleby
Com Sense, Inc.
2705 E. Menlo St.
Mesa, Arizona 85213-1550

Re: Certification of Lead-Based Paint Activities Firm

Dear Mr. Appleby:

The United States Environmental Protection Agency (U.S. EPA), Region 9, has completed its review of your firm application, dated August 8, 2006, for recertification to become a lead-based paint activities firm pursuant to 40 CFR Part 745, Subpart L (61 FR 45778, August 29, 1996). I am pleased to inform you that as of January 13, 2007, the day after the expiration of its prior certification, Com Sense, Inc., a lead-based paint activities firm, is U.S. EPA certified.

This firm certification expires on January 12, 2010. It is valid only for U.S. EPA Region 9, in the State of Arizona, excluding all Indian tribal lands. We are enclosing with this letter your U.S. EPA *Certificate*.

If the State of Arizona obtains EPA authorization to administer its own lead-based paint activities program at any time during the term of your current certification, the scope of your firm certification will be correspondingly diminished to exclude this affected area. Please be aware that your U.S. EPA certification does not relieve you of any obligations that you may otherwise have to any authorized or unauthorized State to obtain licensure or certification from that State under its statutory or regulatory requirements relating to lead-based paint activities.

Your U.S. EPA firm certification is subject to the following restrictions:

- 1) Certification pertains only to firms which perform or offer to perform any of the lead-based paint activities described in §745.227 pursuant to Section 402 of the Toxic Substances Control Act (TSCA) (15 U.S.C. 2682).
- 2) U.S. EPA certification does not mean that a State or Indian Tribe with its own certification program must accept or recognize a U.S. EPA certification. Individual States and Indian Tribes, whether authorized or not, have the right to accept or reject any certification under their own authority.

United States Environmental Protection Agency

This is to certify that

Com Sense, Inc.

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



In the jurisdiction of:

Arizona

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

AZ-1859-1

Certification #

JAN 13 2007

Issued On

Paula Bisson

Paula Bisson, Manager, Toxics Office

Communities and Ecosystems Division





REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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



STANDARD TERMS AND CONDITIONS

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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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



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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.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
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



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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.
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.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Consultant Services for Grants.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **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.

5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
8. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. **DO NOT BIND THE ORIGINAL COPY.**
9. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Project Approach;
 - b. Experience;
 - c. Cost;
 - d. References;
 - e. Conformance to Request Quotation.

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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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.
11. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
12. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **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.
14. **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.
15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for two (2) years. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **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.



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

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

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

18. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be 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



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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.

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

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

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

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

20. **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.
21. **Independent Contractor:**
- a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use



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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.

22. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
23. **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.
24. **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 deliver 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.
25. **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.
26. **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.



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27. **Confidential Information:**

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

28. **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.

29. **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.

30. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

31. **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;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
32. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.
33. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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



SCOPE OF WORK

Solicitation Number: Q08-02

Materials Management Procurement

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

Community Development Consulting RFP 60 Month Project Work Activity Outline

The following items represent primary areas where Entitlement program activities need to concentrate in order to meet all HUD guidelines. This listing provides the reoccurring and special actions which must be undertaken between July, 2008 and July, 2013. Along with these areas of need will be various City Council actions required to authorize and establish program policy that is in conformance with the HUD federal register and local area HUD office guidelines, Maricopa County Consortium guidelines and in some cases State of Arizona requirements.

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

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



SCOPE OF WORK

Solicitation Number: Q08-02

Materials Management Procurement

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ACTIVITY OUTLINE

- IDIS Reporting/Draw System & Conversion (1)
 - Entering draw activity
 - Establishing accounts
- HOME Activity (1)
 - Coordination with Consortium
 - Implementation schedules
 - Site reviews for compliance
 - Agency reviews for subrecipient monitoring
 - Programmatic reporting
- Proposals (1)
 - Criteria ranking
- Five Year Consolidated Plan (2)
 - Agency information gathering
 - HUD guidance updates
 - Public review process
 - Annual Plan update incorporated in assessment
 - Assembly and defense of a HUD complaint document
- Reporting (1)
 - Annual Action Plan Development
 - Annual Performance Assessment
 - Specialty Reporting
 - Environmental
 - Format I
 - Lead Based Paint
 - Davis Bacon
 - Relocation
 - FHEO
 - Section 3
 - ADA/Section 504
 - Analysis to Impediments updates
 - Analysis to Affordability updates
 - Eligibility surveys
- Homebuyer Rehabilitation Program (1)
 - Inspections before and after rehabilitation for eligibility confirmation
 - Value assessment
 - Home buyer verifications
 - Environmental reporting



SCOPE OF WORK

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- General File Documentation and Format (1)
 - Project primary beneficiaries determination
- FHEO/ADA/Section 3/ Affirmative/Marketing/Section 504 (1)
 - Public notices
 - Outreach by public meeting presentations
 - Regular reviews for accomplishments
- Citizen Participation (1)
 - Timing and format establishment
 - Records access and data availability
 - Key documents availability in summary format
- Self Funding/Asset Development Activities (1)
 - Leveraging of funds
 - Soft and hard dollar leverage
 - Recovering/revolving loans
 - Section 108 loan guarantees
 - Developing partnerships that generate income
 - State Housing Trust Funded proposals
 - Management and documentation needs
 - State Tax Credit project proposals
 - Review and pro-forma analysis
- Subrecipients (1)
 - Monitoring
 - Progress assessments
 - File formats and checklists
- Automation Assistance/Training for Block Grant Functions (1)
 - CPMP tool for reporting
 - Downloading HUD documents and formats
 - Uploading of reports and necessary items to HUD
 - Operation and development of skills in spreadsheets as needed for HUD compliance
 - Operation and development of skills in database management for HUD compliance
- HUD Monitoring and Review Assistance
- Special Projects
 - We anticipate there will be project work required for changes to HUD reporting and changing programmatic requirements. Travel may be required.



SUBMITTAL REQUIREMENTS

Solicitation Number: Q08-02

Materials Management
Procurement

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

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

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

A. Project Scope:

- Understanding of the Scope of Work
- Plan and Method of Approach to accomplish the Scope of Work
- Anticipated City Involvement

B. Experience:

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

C. Cost/Fee Proposal:

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

D. References from Similar Projects:

- Three (3) Owner references from completed or ongoing projects within the last five (5) years

E. Additional Data Support (optional):

- Service Enhancements
- Professional Affiliations
- Detailed Resumes

F. Exceptions:

- Any exceptions to any part of the RFP must be clearly noted and identified

III. EVALUATION: In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Project Understanding and Project Approach;
- b. Experience;
- c. Cost;
- d. References;
- e. Conformance to Request Quotation.

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



SUBMITTAL REQUIREMENTS

Solicitation Number: Q08-02

Materials Management
Procurement

8314 West Cinnabar Street
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Phone: (623) 773-7115
Fax: (623) 773-7118

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on September 27, 2007.

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

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

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

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

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



QUESTIONNAIRE

Materials Management
Procurement

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

Solicitation Number: Q08-02

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: _____
 Contact Name: _____
 E-mail Address: _____
 Phone: _____
 Description of
 Project: _____

2. Company: _____
 Contact Name: _____
 E-mail Address: _____
 Phone: _____
 Description of
 Project: _____

3. Company: _____
 Contact Name: _____
 E-mail Address: _____
 Phone: _____
 Description of
 Project: _____



QUESTIONNAIRE

Solicitation Number: Q08-02

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: Q08-02

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

Attach a copy of your Business License to your bid submittal.



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: Q08-02

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: Q08-02

Page 1 of 2

Description: Consultant Services for Grants

Amendment No: One (1)

Date: 09/03/09

Buyer: Christine Finney

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 11/01/09 to 10/31/10.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

- 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).

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


Signature _____ Date _____

Mark C. Appleby,
President

Typed Name and Title

Com Sense, Inc.

Company Name

2705 E. Menlo St.

Address

Mesa

City

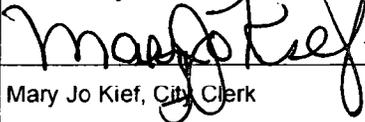
AZ

State

85213

Zip Code

Attested by:


Mary Jo Kief, City Clerk

CC Number

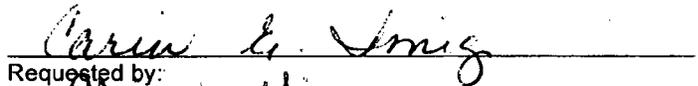
ACON61907A

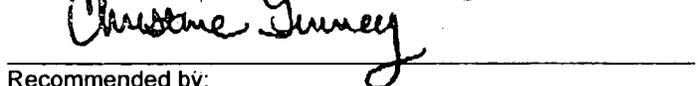
Contract Number:



City Seal

Official File


Requested by:


Recommended by:

Ellen Van Riper, Assistant City Attorney


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

The above referenced Contract Amendment is hereby Executed
September 18, 2009, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: Q08-02

Page 2 of 2

Description: Consultant Services for Grants

Date: 09/03/09

Amendment No: One (1)

Buyer: Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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.

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.

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.



CONTRACT AMENDMENT

Solicitation No: Q08-02 Page 1 of 1
Description: Consultant Services for Grants
Amendment No: Two (2) Date: 8/9/2010

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

Buyer: Chrstine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/10.

THE NEW CONTRACT TERM IS:

Contract Term: 11/01/10 TO 10/31/11

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

Mark C. Appleby 8/10/10
Signature Date

Mark C Appleby,
President

Typed Name and Title

Com Sense, Inc.
Company Name

3863 East Forge Avenue

Address

Mesa

City

AZ

State

85206

Zip Code

Attested by:

Mary Waddell
City Clerk

Carin Smig
Requested by:

Christine Finney
Recommended by:

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
August 19, 2010, at Peoria, Arizona.

San Zerk
Herman F. Koebergen, Materials Manager
for



CC Number

ACON61907B

Contract Number:

Official File

City Seal

(Rev 02/11/10)



CONTRACT AMENDMENT

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

Solicitation No: Q08-02 Page 1 of 1
Description: Consultant Services for Grants
Amendment No: Three (3) Date: 8/3/2011

Buyer: Chrstine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/11. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM IS:

Contract Term: 11/01/11 TO 10/31/12

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

[Signature]
Signature _____ Date 9/10/11

Mark C. Appleby,
President
Typed Name and Title _____

Com Sense, Inc.
Company Name _____

3863 E. Forge Ave.
Address _____

Mesa
City _____

AZ
State _____

85206
Zip Code _____

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

[Signature] S. Kranziesner 8-10-11
For Director: Chris Jacques, Acting Planning and Community
Development Director

Carin Imig
Dept Rep: Carin Imig, Neighborhood and Revitalization
Administrator



CC Number:

ACON61907C

Contract Number:

Official File

City Seal

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

The above referenced Contract Amendment is hereby Executed
September 20, 2011, at Peoria, Arizona.

[Signature]
Dan Zenko, Materials Management Supervisor

A CON 61907C