



NOTICE OF SOLICITATION

SERIAL 09078- RFP

REQUEST FOR PROPOSAL FOR: WEATHERIZATION SERVICES, MCHSD

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on **December 18, 2009** for the furnishing of the following services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 09078- RFP REQUEST FOR PROPOSAL FOR WEATHERIZATION SERVICES, MCHSD.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

STEVE DAHLE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3450
EMAIL: SDAHLE@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON NOVEMBER 23, 2009 PRE-PROPOSAL DATE AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

****VENDORS ATTENDING THIS PRE-BID ARE ALLOWED TO PARK IN THE SPACES RESERVED FOR MATERIALS MANAGEMENT (MARKED MMD RESERVED)****

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR WEATHERIZATION SERVICES, MCHSD

1.0 INTENT:

- 1.1 The service area is strictly defined as Maricopa County inclusive of all unincorporated areas, excluding the Cities of Phoenix and Mesa.
- 1.2 The objective of the Weatherization Service is to reduce energy costs for income-eligible households through increased home energy efficiency, while improving the health and safety of the dwelling's occupants.
- 1.3 The objective of the Utility Repair/Replacement Service is to provide assistance to dwelling occupants for the repair/replacement of utility-related appliances and heating and cooling systems.
- 1.4 The successful proposer will ensure the provision of weatherization services and repair and/or replacement of utility-related appliances and heating/cooling systems under the terms of this agreement in coordination with federal, state, and local weatherization and repair/replacement related services or energy conservation programs.
- 1.5 It is the intent of Maricopa County administered by the Human Services Department, Community Services Division (MCHSD/CSD) to award the contract to:
 - 1.5.1 Multiple Contractors who have a current State of Arizona General Contractor License and is in good standing with the Arizona Registrar of Contractors.
 - 1.5.2 The service area is I-17 going east and I-17 going west, I-17 alignment from the north border to the south of the County.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.35, below)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 PROGRAM SCOPE OF WORK

- 2.1 The Weatherization Assistance Program was established to help low-income families and individuals decrease their home energy costs and to be attentive to energy-related health and safety issues in the home.
 - 2.1.1 The goal of the Weatherization Assistance Program is to reduce the energy burden of income-eligible households.
 - 2.1.2 The goal of the Utility Repair/Replacement Service is to repair or replace utility-related appliances and heating and cooling systems for income-eligible households.
- 2.2 The Weatherization Assistance Program is not a crisis program. Applicants deemed eligible should receive services within 180 days of the application date. If services have not been provided by the 180th day, the applicant must re-apply for services.
- 2.3 The Weatherization Assistance Program has two levels of eligibility:
 - 2.3.1 The Application: MCHSD/CSD evaluates each application, and determines, and authorizes fund source eligibility.
 - 2.3.2 The Building Structure: Any home that is not structurally sound or does not meet the required state/county/city building codes may be deemed ineligible for services.

- 2.4 The Utility Repair/Replacement Program is a crisis program. The Contractor must make contact with the client within 72 hours of notification from MCHSD/CSD. Services should be provided within 60 days from the date of application as provided by MCHSD/CSD.
- 2.5 Contractor will comply with all federal, state, and local regulations related to specific funding sources used and will be the responsibility of the Contractor to follow; this includes, but not limited to:
- 2.5.1 Federal Low Income Home Energy Assistance Program (LIHEAP) regulation.
 - 2.5.2 Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981 (pub. 97-35) Title 45, Code of Federal Regulations, Parts 74 and 96 Restrictions on Lobbying (31USC 1352 et. Seq.) and 26 CFR, Parts 1, 7, 10, 25, 53, 56, and 602.
 - 2.5.3 State Utility, Repair, Replacement and Deposit Assistance State Law, ARS §46-731
 - 2.5.4 Department of Energy Weatherization Assistance Program for Low-Income Persons, 10 CFR part 440, Final rule, February 1, 2002
 - 2.5.5 Maricopa County Client Confidentiality Rules
 - 2.5.6 Arizona Public Service Energy Wise Program Guidelines
 - 2.5.7 Salt River Project Weatherization Program Guidelines
 - 2.5.8 Southwest Gas Weatherization Program Guidelines
- 2.6 Be familiar with and operate by the guidelines set forth by the Occupational Safety and Health Act (OSHA).
- 2.7 Additional information regarding the Weatherization Program can be found on the following websites:
- 2.7.1 U.S. Department of Energy: www.energy.gov
 - 2.7.2 Arizona Department of Commerce: www.azcommerce.com; and http://www.azcommerce.com/doclib/energy/eow_wx_field_guide.pdf
- 2.8 **SERVICE AREA**
- 2.8.1 The service area is Maricopa County and all unincorporated areas; I-17 going east and I-17 going west, I-17 alignment from the north border to the south of the County; excluding the Cities of Phoenix and Mesa.
- 2.9 **WORK ORDER PROCESS**
- 2.9.1 MCHSD/CSD transmits to the Contractor, on a daily basis, Work Order(s) with fund source eligibility and priority level.
 - 2.9.2 Contractor will perform a site visit of the property listed on the Work Order, conduct an energy audit, and prepare a Scope of Work which includes a cost estimate.
 - 2.9.3 Contractor will transmit to MCHSD/CSD the Scope of Work per Work Order.
 - 2.9.4 MCHSD/CSD will transmit an authorization to the Contractor for work to be performed.
 - 2.9.5 Contractor will ensure all work is completed per the Work Order/Scope of Work.

- 2.9.6 Contractor will complete the final post-test audit and final inspection and submit the final reconciled invoice to MCHSD/CSD.
- 2.9.7 Contractor will enter technical and financial data into the designated MCHSD/CSD data base.
- 2.9.8 Contractor will submit to MCHSD/CSD all final invoices with all required back-up documentation by the 7th business day of the following month (excluding State observed holidays).
- 2.9.9 MCHSD/CSD will reimburse Contractor for allowable expenditures.

2.10 ON-SITE INVESTMENT

- 2.10.1 On-site investment of weatherization services per dwelling unit, allowable under this agreement, shall not exceed the maximum allowable per each fund source utilized.

2.11 UNIT OF SERVICE

- 2.11.1 One unit of service equals one measure.

2.12 SERVICE REQUIREMENTS

- 2.12.1 The nature of the work to be performed under the contract is inherently hazardous. In performance of work under the contract:

- 2.12.1.1 Satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety, as required by the Arizona Weatherization Assistance Health and Safety Plan.

- 2.12.1.2 Develop and submit for review to the MCHSD/CSD its corporate health & safety plan in accordance with the statement of work.

- 2.12.1.3 Weatherization is not a crisis program. If the need does not pose a threat to the health and safety of the client, priority is given to the following households:

- 2.12.1.3.1 Elderly persons (age 60 and over)

- 2.12.1.3.2 Persons with disabilities

- 2.12.1.3.3 Families with children

- 2.12.1.3.4 High residential energy users and households with a high energy burden.

- 2.12.2 Record work performed and complete reports on a database management system as required by MCHSD/CSD. Reports to be completed may include, but are not limited to: diagnostic, combustion, and work performed.

- 2.12.2.1 MCHSD/CS will provide initial training, annual training, and new hire staff training.

- 2.12.3 In final bid the dollar amount will include all personnel, equipment, materials and supplies necessary to perform and provide weatherization and utility repair/replacement services.

- 2.12.4 Provide energy conservation education to service recipients.

- 2.12.5 Provide MCHSD/CSD access to all client and financial database(s) for program and/or fiscal monitoring.

- 2.12.6 Maintain client records for a minimum of five (5) years. The file must include, if applicable:
 - 2.12.6.1 Housing program referral form application supplement
 - 2.12.6.2 Fund Eligibility Work Order Form
 - 2.12.6.3 Weatherization Waiver
 - 2.12.6.4 Landlord/Tenant agreement
 - 2.12.6.5 All documentation of work completed such as audit, pre and post diagnostic information, and combustion information, receipts of items bought or subcontractor billed and subcontractor invoices.
 - 2.12.6.6 Lead paint certification of inspection from a certified laboratory, if home was built before 1978.
 - 2.12.6.7 Walk Away Form
- 2.12.7 Provide services that are appropriate to the language, culture, and geographic location of the target population.
- 2.12.8 Provide secure storage space for confidential documents relating to clients and personnel. Client files must be kept in a locked file in a secure storage space.
- 2.12.9 Maintain an accounting system which is consistent and in accordance with the U.S. Generally Accepted Accounting Principles (GAAP) and which uses fund accounting methods.

2.13 REIMBURSEMENT

- 2.13.1 The Contractor shall be paid on a reimbursement basis for services performed and work completed to date. Please note that all jobs must be completed before the job expenses are claimed to avoid revisions to claims.
- 2.13.2 Submit monthly invoice/statement of expenditure in conjunction with all required reports and forms, as required by MCHSD/CSD by the 7th business day of each month.
 - 2.13.2.1 Sufficient documentation per household and fund source must accompany the invoice.
 - 2.13.2.2 Sufficient documentation includes a spreadsheet that contains the client's name, job number, materials cost, labor costs, program support dollar amount, space cost, mileage cost, transportation costs, other expenses, liability insurance cost, with total cost per work order number, and other required information as determined by the department.
- 2.13.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.14 MATERIAL/SERVICES

- 2.14.1 MCHSD/CSD may provide the following to the Contractors:
 - 2.14.1.1 Training
 - 2.14.1.2 Technical Assistance
 - 2.14.1.3 Monitoring
 - 2.14.1.4 Other reports/forms that may be required

2.15 SUBCONTRACTING

- 2.15.1 Provided the Contractor so specifies, Subcontracting is allowable for weatherization activities, with the exception of the energy audit and final inspection.

- 2.15.2 Subcontractors must be licensed contractors and have demonstrable experience in building science and energy efficiency standards, Lead Safe Weatherization practices, or have BPI (Building Performance Institute) Certification.

2.16 AVAILABILITY OF FUNDS

- 2.16.1 Approved proposals are subject to modification and negotiation depending upon the availability of program funds.

2.17 LICENSES/PERMITS

- 2.17.1 Contractor must be able to confirm that it has all necessary licenses, certificates and permits for operation of the proposed program in the State, city or town, and county.

2.18 REPORTING REQUIREMENTS AND COST REIMBURSEMENT

- 2.18.1 The Contractor shall submit all reports and financial claims on a monthly basis. These documents are due the 7th business day of the following month except for the final claim form of the contract year which will be due as determined by the department; a written notice will be provided to the Contractor prior the end of the contract year. Please note that all jobs must be completed before the job expenses are claimed to avoid revisions to claims.
- 2.18.2 The Department shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the contract. Reimbursement for the contract shall be limited to the total amount of the Contract award.
- 2.18.3 Should the Department make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reasons for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Dispute" clause of the contract.

2.19 REPORTING REQUIREMENTS

- 2.19.1 **Required reports due by the 7th business day of the following month include, but are not limited to:**
 - 2.19.1.1 Monthly Claim Form
 - 2.19.1.2 Combustion Safety Report per dwelling unit
 - 2.19.1.3 Pressure Diagnostics Report per dwelling unit
 - 2.19.1.4 Work Performed Report per dwelling unit
 - 2.19.1.5 Programmatic Reports (if required) per dwelling unit
 - 2.19.1.6 Financial Reports (including monthly back-up documentation) per dwelling unit
 - 2.19.1.7 Other reports/forms that may be required by MCHSD/CSD
 - 2.19.1.8 Personnel Wage Data as required by Davis-Bacon Act
 - 2.19.1.9 Submit Report to: Maricopa County Human Services Department, Community Services Division, 234 N. Central Avenue, Suite 3000, Phoenix, AZ 85004, and Attention of the Weatherization Program Coordinator.

- 2.20 **GOVERNOR' S EXECUTIVE ORDER NO. 82-26:** The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

2.21 PERFORMANCE STANDARDS

- 2.21.1 The Contractor shall be expected to comply with and meet all performance standards as established within the Contract.
- 2.21.2 Contractors who do not meet all performance standards will be subject to probation.

- 2.21.3 Disallowances may be enforced in case of under or non-performance of contract objectives.

2.22 RESPONSIBILITY FOR REPAYMENT OF FUNDS

- 2.22.1 Should program monitoring or audit review result in findings related to funds being paid for ineligible activities or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/CSD Operations Supervisor or Assistant Director.
- 2.22.2 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its Directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the Department and has received prior written approval.
- 2.22.3 For purposes of this provision, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. 38-502.

2.23 SAFEGUARDING OF PARTICIPANT INFORMATION

- 2.23.1 The use or disclosure by any party of any information concerning an applicant for, or recipient of, service under the contract is directly limited to the conduct of the contract.
- 2.23.2 Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information.
- 2.23.3 Contractor shall include a clause to this effect in all subcontracts.

2.24 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- 2.24.1 The Contractor shall, during the term of the contract, immediately inform the MCHSD/CSD Assistant Director in writing of the award of any other contract or grant including any other contract or grant awarded by Maricopa County where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under the contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and Maricopa County shall have the right to terminate the contract without liability.
- 2.24.2 The MCHSD/CSD Assistant Director may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the MCHSD/CSD Assistant Director the award of the other contract or grant may affect the costs being paid or reimbursed under the contract.
- 2.24.3 If the MCHSD/CSD Assistant Director determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under the contract, the MCHSD/CSD Assistant Director will prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause of the Maricopa County Procurement Code section MC1-905.

2.25 DAVIS BACON WAGE REQUIREMENTS

- 2.25.1 The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of the contract not less than the Davis Bacon wage determination for Weatherization for the State of Arizona.

2.25.2 Maintain written job descriptions for each type of position, which includes, at a minimum, job responsibilities, qualifications and salary range.

2.25.3 Refer to the Department of Labor website for current updates:
<http://www.azcommerce.com/Energy/Davis-Bacon.htm>

2.26 COMPETITIVE BID REQUIREMENTS

2.26.1 Project Work Quotes: All work over \$1,000 will be quoted to at least three (3) certified sub-contractors by trade (i.e. plumbing, electrical etc.) with preference given to contractors with operations nearest to the unit being weatherized.

2.26.2 Equipment: The Contractor shall obtain all equipment to be utilized in the performance of the Contract, and purchased with funds provided under the contract, at the lowest practical cost and shall purchase by a system of competitive bidding as follows: (This does not apply to government entities who must comply with their competitive bid requirements)

2.26.2.1 Procurements in excess of \$300 but less than \$1,000 require oral price quotations from two or more vendors. A record of the vendors' verbal quotations will be maintained by the Contractor. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2.26.2.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by MCHSD/CSD. At least three bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2.26.3 Supplies: Contracts with agencies other than a Public Agency, shall obtain all supplies to be utilized in the performance of this Contract, may be purchased with funds provided under the contract, at the lowest practical cost and shall purchase by a system of written quotes; whenever the price of supplies is greater than \$300, unless prior written approval to purchase by an alternate method is obtained from the MCHSD/CSD. (This does not apply to government entities who must comply with their competitive bid requirements).

2.27 PROPERTY

2.27.1 Any property furnished or purchased pursuant to the terms of the contract shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to Maricopa County upon termination of the contract, or otherwise be disposed of in accordance with instructions issued by the MCHSD/CSD.

2.27.2 Repair costs of such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount are subject to approval by the MCHSD/CSD.

2.27.3 All equipment purchased with MCHSD/CSD funds, shall be inventoried on an annual basis for the life of the property.

2.28 USAGE REPORT

2.28.1 The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.29 ACCEPTANCE

2.29.1 Upon successful completion of the performance period, the project shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.30 INVOICES AND PAYMENTS

2.30.1 The Contractor shall submit to MCHSD/CSD an electronic or two (2) legible copies of a detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.31 TAX (SERVICES)

2.31.1 No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.32 TAX (COMMODITIES)

2.32.1 Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.33 DELIVERY

2.33.1 It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.34 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

2.34.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS

3.1 CONTRACT TERM

3.1.1 This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT

3.2.1 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS

3.3.1 Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date / annual anniversary / or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 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 County, constitute a material breach of this Contract.

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 3.5.10 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Maricopa County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.5.11 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
- 3.5.12 Commercial General Liability – Occurrence Form
 - 3.5.12.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - 3.5.12.2 General Aggregate \$2,000,000
 - 3.5.12.3 Products – Completed Operations Aggregate \$1,000,000
 - 3.5.12.4 Personal and Advertising Injury \$1,000,000
 - 3.5.12.5 Blanket Contractual Liability – Written and Oral \$1,000,000
 - 3.5.12.6 Fire Legal Liability \$ 50,000
 - 3.5.12.7 Each Occurrence \$1,000,000

- 3.5.12.8 The policy shall be endorsed to include the following additional insured language: "Maricopa County its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- 3.5.12.9 Policy shall contain a waiver of subrogation against the Maricopa County its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.5.13 Automobile Liability
 - 3.5.13.1 Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
 - 3.5.13.2 Combined Single Limit (CSL) \$1,000,000
 - 3.5.13.3 The policy shall be endorsed to include the following additional insured language: " Maricopa County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- 3.5.14 Workers' Compensation and Employers' Liability
 - 3.5.14.1 Workers' Compensation Statutory
 - 3.5.14.2 Employers' Liability
 - 3.5.14.3 Each Accident \$500,000
 - 3.5.14.4 Disease- Each Employee \$500,000
 - 3.5.14.5 Disease – Policy Limit \$500,000
 - 3.5.14.6 Policy shall contain a waiver of subrogation against the Maricopa County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 3.5.14.7 This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 - 3.5.14.8 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.15 Contractor must obtain Pollution Occurrence Insurance (POI) which shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors fail to maintain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to any Contract with MCHSD and must be covered by another funding mechanism.
- 3.5.16 Errors and Omissions Insurance
 - 3.5.16.1 Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.
- 3.5.17 Certificates of Insurance

3.5.17.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.17.1.1 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

3.5.18 Cancellation and Expiration Notice

3.5.18.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 **SUBCONTRACTING**

3.6.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.7 **SCHEDULE OF EVENTS:**

Request for Proposals Issued: OCTOBER 22, 2009

Pre-Proposal Conference: NOVEMBER 23, 2009

Deadline for written questions (48) hours after Pre-Proposal Conference). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to sdahle@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Proposals Opening Date: DECEMBER 18, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **DECEMBER 18, 2009**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: JANUARY 4, 2010

Proposed Respondent presentations: (if required) JANUARY 11, 2010

Proposed selection and negotiation: JANUARY 25, 2010

Proposed award of Contract: FEBRUARY 17, 2010

All responses to this Request for Proposal become the property of Maricopa County (other than pricing) and will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.8 **INQUIRIES AND NOTICES**

All inquiries concerning information herein shall be addressed to:
Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Steve Dahle, Strategic Contracts Manager, 602.506.3450
(sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 **INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

Respondents shall provide their proposals in accordance with Section 3.12 as follows:

- 3.9.1 One (1) original hardcopy of all proposal documents.
- 3.9.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 3.9.3 Six (6) CD's providing the entire proposal in PDF format only.
- 3.9.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09078 – RFP, WEATHERIZATION SERVICES, MCHSD

- 3.9.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.10 **EXCEPTIONS TO THE SOLICITATION**

The Respondent shall identify and list all exceptions taken to all sections of 09078-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 09078-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 09078-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT

- 3.11.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.11.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in a 3-ring binder and have sections tabbed as below: (Responses are limited to 100 pages, single sided, 10 point font type).

- 3.12.1 Table of Contents
- 3.12.2 Letter of Transmittal (Exhibit 2)
- 3.12.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 3.12.4 Proposal – (WORK STATEMENT, ATTACHMENT F).
- 3.12.5 Qualifications – (APPLICATION, ATTACHMENT D OR E).
- 3.12.6 Proposal exceptions
- 3.12.7 Attachment G (ACCOUNTING SYSTEM CERTIFICATION)
- 3.12.8 Attachment A (Pricing)
- 3.12.9 Attachment B (Agreement Page)
- 3.12.10 Attachment C (References)
- 3.12.11 Exhibit 3, Sole Proprietor Waiver (If applicable)
- 3.12.12 Other Proposal Documents

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.13.1 RESPONSES TO THE WORK STATEMENT
- 3.13.2 FIRMS QUALIFICATIONS (ATTACHMENT D OR E)
- 3.13.3 PRICE OF SERVICES

3.14 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.14.1 The undersigned (authorized official signing for the respondent) certifies to the best of his or her knowledge and belief, that the Respondent, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.14.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.14.1.2 have not within a 3-year period preceding the date of this Proposal submittal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.14.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.14.1.4 have not within a 3-year period preceding the date of Proposal submittal had one or more public transaction (Federal, State or local) terminated for cause of default.

3.14.2 Should the Respondent not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.14.3 The successful Contractor agrees to include, without modification, the Debarment and Certification clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.15 The successful Contractor(s) must comply with the following:

3.15.1 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

3.15.1.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.15.1.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and

suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.15.2 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN

3.15.2.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.15.2.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.15.3 CONTRACTOR LICENSE REQUIREMENT

3.15.3.1 The Contractor shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Contractor shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.15.3.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractor is advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.15.4 POST AWARD MEETING

3.15.4.1 The successful Contractor(s) may/shall be required to attend a post-award meeting with MCHSD/CSD to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO:
www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

**ATTACHMENT A
PRICING**

SERIAL 09078-RFP
 NIGP CODE:96189
 DUNS NUMBER
 RESPONDENT'S NAME: _____
 COUNTY VENDOR NUMBER : _____
 ADDRESS: _____

 P.O. ADDRESS: _____
 TELEPHONE NUMBER: _____
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 CONTACT (REPRESENTATIVE): _____
 REPRESENTATIVE'S E-MAIL ADDRESS: _____

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[]	

PAYMENT TERM WILL BE NET 30 DAYS. PLEASE INITIAL AS AGREEMENT TO THIS TERM. _____

AREA OF COUNTY APPLIED FOR: YES NO
 EAST OF THE I-17 ALIGNMENT
 WEST OF THE I-17 ALIGNMENT

1.0 PRICING:

	PROJECT DOLLAR SIZE	PROJECT DOLLAR SIZE	PROJECT DOLLAR SIZE	PROJECT DOLLAR SIZE
1.1 PROJECT MANAGEMENT ADMINISTRATIVE FEE (WITHIN 40 MILES OF 301 WEST JEFFERSON	0-\$2000	\$2001-\$4000	\$4001-\$6000	\$6001-\$+
	\$_____ PER UNIT	\$_____ PER UNIT	\$_____ PER UNIT	\$_____ PER UNIT
1.2 PROJECT MANAGEMENT ADMINISTRATIVE FEE (OUTSIDE OF 40 MILES OF 301 WEST				
	\$_____ PER UNIT	\$_____ PER UNIT	\$_____ PER UNIT	\$_____ PER UNIT

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

09078 ATTACHMENT D
Proposer's Background Information
For Non-Profit Agency

Agency Name and Contract License #	RFP Number:
Mailing Address	
Chief Executive Officer	Email Address of CEO
Contact Person, if different	Email Address of Contact Person
Contact Phone	Contact Fax
Is your organization qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please describe:	

- Provide a brief description that includes: mission, vision and goals, agency's history, and programs. Describe the agency's experience and current capability to provide Weatherization and Utility Repair and Replacement services. Include number of years providing the proposed services and the number of years providing these services in the proposed service area.

- Number of agency employees that provide and/or support the proposed services: _____
- Has your agency held any grants and/or contracts with Maricopa County during the previous three years? Yes No If yes, please describe.

- Does your agency have the following:

	Yes	No	Date of Last revision
Personnel Manual	<input type="checkbox"/>	<input type="checkbox"/>	
Accounting Manual	<input type="checkbox"/>	<input type="checkbox"/>	
Program Policy & Procedures	<input type="checkbox"/>	<input type="checkbox"/>	
- Does your agency have an internal budget development and approval process? Yes No
 If yes, attach a detailed description.

6. Does your agency track ongoing financial status against approved budget? Yes No

7. List date of most recent financial audit and accounting firm.
Name: _____ Date _____

8. Has agency, within the last three years, had audit exceptions or questioned costs arise from audits?
Yes No If yes, please attach a detailed description including how exceptions/ questioned costs were resolved.

9. Has agency within the last three years defaulted on or had a government contract or grant canceled, suspended or terminated for other than successful completion? Yes No
If yes attach a detailed description.

10. Is agency currently in good standing with the Arizona Corporation Commission? Yes No
If no, submit a detailed description.

11. Has corporate status ever been denied, revoked or suspended?
Yes No If yes, please explain.

12. Are there any suits, judgments, tax deficiencies, or other claims pending or in process which have occurred against your agency within the last three years. Yes No If yes, attach explanation.

13. If awarded a contract, does your agency have sufficient funds to meet obligations while awaiting reimbursement from Maricopa County, Human Services Department, Community Services Division?
Yes No

Please indicate when proposers' main office will not be open on those holidays marked below (darken box for applicable holiday).

- | | | | | |
|---|--|---|--|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> Martin Luther King JR's Birthday | <input type="checkbox"/> President's Day | <input type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Labor Day | <input type="checkbox"/> Columbus Day | <input type="checkbox"/> Christmas Day |

OTHER HOLIDAYS:

- | | | | | |
|---|---|---|---|---|
| <input type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday – | <input type="checkbox"/> Day Before Christmas | <input type="checkbox"/> _____
(specify) | <input type="checkbox"/> _____
(specify) |
|---|---|---|---|---|

STAFF EXPERIENCE WORKSHEET

Proposer's Name: _____ General Contract License # _____

Please list all administrative and direct service employees, their years of experience with providing services and a summary of direct experience as it applies to this proposal. Please provide a summary of applicable licenses and certifications as it applies to this proposal.

You may duplicate document as needed.

Staff Name /Title	Years of Experience	Summary of Experience Duties and Responsibilities
<u>ADMINISTRATIVE EMPLOYEES:</u>		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
<u>DIRECT SERVICE EMPLOYEES:</u>		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

09078 ATTACHMENT E
Proposer's Background Information
For-Profit Agency

Agency Name and General Contractor License #	RFP Number:
Mailing Address	
Chief Executive Officer	Email Address of CEO
Contact Person, if different	Email Address of Contact Person
Contact Phone	Contact Fax

14. Provide a brief description that includes agency's history, goals and programs. Describe the agency's experience and current capability to provide Weatherization and Utility Repair and Replacement services. Include number of years providing the proposed services and the number of years providing these services in the proposed service area.

15. Number of agency employees that provide and/or support the proposed services: _____

16. Has your agency held any grants and/or contracts with Maricopa County during the previous three years? Yes No If yes, please describe.

17. Does your agency have the following:

	Yes	No	Date of Last revision
Personnel Manual	<input type="checkbox"/>	<input type="checkbox"/>	
Accounting Manual	<input type="checkbox"/>	<input type="checkbox"/>	
Program Policy & Procedures	<input type="checkbox"/>	<input type="checkbox"/>	

18. Does your agency have an internal budget development and approval process? Yes No
 If yes, attach a detailed description.

19. Does your agency have a financial statement of profit and loss? . Yes No

20. List date of most recent financial audit, the accounting firm's name and address.
Name: _____ Date _____

21. Has agency, within the last three years, had audit exceptions or questioned costs arise from audits?
Yes No
If yes, please attach a detailed description including how exceptions/ questioned costs were resolved.

22. Has agency within the last three years defaulted on or had a government contract or grant canceled, suspended or terminated for other than successful completion?
Yes No
If yes attach a detailed description.

23. Is agency currently in good standing with the Arizona Corporation Commission? Yes No
If no, submit a detailed description.

24. Has your general contractor licenses ever been denied, revoked or suspended?
Yes No If yes, please provide detailed explanation.

25. Are there any suits, judgments, tax deficiencies, or other claims pending or in process which have occurred against your agency within the last three years. Yes No
If yes, attach explanation.

26. If awarded a contract, does your agency have sufficient funds to meet obligations while awaiting reimbursement from Maricopa County, Human Services Department, Community Services Division?
Yes No

Please indicate when proposers' main office will not be open on those holidays marked below (darken box for applicable holiday).

- | | | | | |
|---|--|---|--|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> Martin Luther King JR's Birthday | <input type="checkbox"/> President's Day | <input type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Labor Day | <input type="checkbox"/> Columbus Day | <input type="checkbox"/> Christmas Day |

OTHER HOLIDAYS:

- | | | | | |
|---|---|---|---|---|
| <input type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday - | <input type="checkbox"/> Day Before Christmas | <input type="checkbox"/> _____
(specify) | <input type="checkbox"/> _____
(specify) |
|---|---|---|---|---|

STAFF EXPERIENCE WORKSHEET

Proposer's Name: _____ General Contract License # _____

Please list all administrative and direct service employees, their years of experience with providing services and a summary of direct experience as it applies to this proposal. Please provide a summary of applicable licenses and certifications as it applies to this proposal.

You may duplicate document as needed.

Staff Name/Title	Years of Experience	Summary of Experience Duties and Responsibilities
<u>ADMINISTRATIVE EMPLOYEES:</u>		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
<u>DIRECT SERVICE EMPLOYEES:</u>		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

09078 ATTACHMENT F

WORK STATEMENT NARRATIVES

Please respond to the following tasks. When responding, list the section number and task (in bold) above your responses. Do not type in less than 11 point font and the total page length for this narrative section should not exceed 20 one-sided pages, exclusive of attachments.

1. **SERVICE TASKS RESPONSES**

- 1.1 Describe how proposer will ensure a crew is skilled and knowledgeable, and maintain their skills and knowledge, in all aspects of HVAC, air filtration repairs, basic electrical repairs, hot water systems, mobile home repairs, combustion safety, and lead based paint safety practices.
- 1.2 Describe proposer's process and procedures for the scheduling of weatherization service work orders.
- 1.3 Priority will be given to Weatherization and Utility Repair and Replacement applicants as indicated on the Work Order provided by MCHSD/CSD. Priority is also given to those applicants identified by the proposer during a site visit that have a potential health and safety risk. Please describe how proposer will give priority to elderly persons, persons with disabilities, families with children, and high residential energy users and households with a high energy burden in addition to those applicants identified by the proposer that have a potential health and safety risk. Include staff position(s) responsible for these duties.
- 1.4 Describe proposer's process and procedures for the assessment and scheduling of crisis utility repair/replacement jobs, if appropriate. Include staff position(s) responsible for these duties.
- 1.5 Describe proposer's process and system(s) utilized to track all clients referred for and receiving services and the process used to ensure non-duplication of services.
- 1.6 Describe proposer's inventory control and tracking system of program materials and equipment and the procedures that ensure items purchased for a particular job are delivered and installed in the proper location. Include staff position(s) responsible for these duties.
- 1.7 Describe proposer's procedures for providing energy conservation education to clients. Attach any materials used to provide energy education.
- 1.8 Describe proposer's grievance/problem solving procedures. Describe the process used to ensure that clients are aware of the grievance process. Attach a copy of proposer's Grievance/Problem Solving Procedures.
- 1.9 Describe proposer's process used to inform or notify all clients of their rights and responsibilities. Attach copies of information provided to clients.

- 1.10 Describe proposer's process used to determine the work to be done and the procedure to ensure that work to be performed meets fund source guidelines and regulations. Attach any documentation used to make determination.
- 1.11 Describe proposer's process and procedures used to ensure completed work conforms with applicable codes in jurisdictions where the work is being performed and that all equipment installed is performing properly and meets the client's needs. Attach documentation used to ensure completed work conforms to client's needs.
- 1.12 Describe proposer's final inspection process and procedures that ensures all work was completed in accordance with the job orders and reconciles with the submitted invoices.
- 1.13 Describe proposer's process and procedure for the submittal of all program and financial reports to MCHSD/CSD within the required timeframe. Include the position title of the person responsible for submittal.
- 1.14 Describe proposer's fiscal policy and procedures that assure fiscal integrity is maintained.
- 1.15 Describe how proposer will provide services that are appropriate to the language, culture, and geographic location of the target population.
- 1.16 Describe how proposer ensures client records are maintained for a minimum of five (5) years and that appropriate documentation is included within the client records and that the records are stored in a locked secure storage space.
- 1.17 Describe how proposer ensures that there are written job descriptions for each type of position, which should include job responsibility, qualifications, and salary range. Attach a copy of job descriptions.
- 1.18 Describe how proposer will ensure compliance with the Davis Bacon Act.

09078 ATTACHMENT G
Accounting System Certification Checklist

Directions: The respondent's accountant should indicate a yes/no based on his/her preliminary review of the applicant's accounting system. Please elaborate any exceptions in the spaces provided.

ITEM	YES	NO
1. The entity uses fund accounting which allows for identification of the sources and applications of funds by program.		
2. The entity has accounting procedures and internal controls which provides reasonable assurance that accounting records are supported by source documentation.		
3. The entity has accounting procedures and internal controls which provides for accurate and complete recording of transactions.		
4. The entity has procedures for determining the reasonableness, allowability, allocability and proper classification of costs claimed for reimbursement with the terms of the contract and Federal Regulations.		
	YES	NO
5. The entity has effective internal controls which provide accountability for all funds, property and other assets.		

6. The entity has procedures which allow for comparison of actual outlays with budget amounts for each contract revenue source.		
7. The entity has a capitalization policy that is in compliance with program/contract requirements.		
8. The entity conducts physical inventories of all equipment on a monthly, quarterly, or annual basis.		
9. The entity ensures that all contract funded equipments are being used for the program activities for which they were purchased.		
10. The entity has a current audited financial statement and/or OMB 133 on file.		
11. The entity has the required written authorizations for each employee as follows: a) employees added to the payroll; b) changes in rate of pay; c) employees taken off the payroll; d) payroll deductions; e) accounting distributions set up of employee payroll costs; f) payroll time sheet reports prior to paying employee.		

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 09078-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

SOLE PROPRIETOR WAIVER



MARICOPA COUNTY RISK MANAGEMENT
222 North Central Avenue, Suite 1110
Phoenix, Arizona 85004

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor	Social Security Number	Telephone Number	

Street Address / P.O. Box	City	State	Zip Code

Signature of Sole Proprietor			Date

Maricopa County Materials Management Department			

Signature of Procurement Officer			Date

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, AZ 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

Signature of Risk Management Representative Date:

09078-RFP EXHIBIT 4

Definitions of Important Terms

As used throughout this contract, the following terms shall have the meanings set forth:

1. **AHC:** The Air Change per Hour inside the envelope of the dwelling determined by a blower door test.
2. **APS:** Arizona Public Service Company, a utility company which provides funding for the Energy Wise Program.
3. **Assessment of Audit:** A detailed written inspection of a dwelling unit, which identifies any deficiencies.
4. **Blower Door Test:** Pressurizing and/or depressurizing a dwelling to determine air infiltration or exfiltration calculated by air changes per hour.
5. **Building Science**

Building science is the collection of scientific knowledge that focuses on the analysis and control of the physical phenomena affecting buildings. This includes the detailed analysis of [building materials](#) and [building envelope](#) systems.

Building material is any [material](#) which is used for a [construction](#) purpose. Many naturally occurring substances, such as [clay](#), [sand](#), [wood](#) and rocks, even twigs and leaves have been used to construct buildings. Apart from naturally occurring materials, many man-made products are in use, some more and some less [synthetic](#). The manufacture of building materials is an established industry in many countries and the use of these materials is typically segmented into specific specialty trades, such as [carpentry](#), [plumbing](#), [roofing](#) and [insulation](#) work. This reference deals with [habitats](#) and [structures](#) including homes.

A **building envelope** is the separation between the interior and the exterior environments of a [building](#). It serves as the outer shell to protect the indoor environment as well as to facilitate its [climate control](#). Building envelope design is a specialized area of [architectural](#) and [engineering](#) practice that draws from all areas of [building science](#) and indoor climate control.

Building envelope design includes four major performance objectives:

- Structural integrity
- Moisture control
- Temperature control
- Control of air pressure boundaries of sorts

Control of air includes air movement through the components of the

building envelope (interstitial) itself, as well as into and out of the interior space, which affects [building insulation](#) greatly.

The physical components of the envelope include the [foundation](#), [roof](#), [walls](#), [doors](#) and [windows](#). The dimensions, performance and compatibility of materials, fabrication process and details, their connections and interactions are the main factors that determine the effectiveness and durability of the building enclosure system.

Common measures of the effectiveness of a building envelope include physical protection from weather and climate (comfort), indoor air quality (hygiene and public health), durability and energy efficiency. In order to achieve these objectives, all building enclosure systems must include a solid structure, a drainage plane, an air barrier, a thermal barrier, and may include a vapor barrier. Moisture control is essential in cold climates.

6. **Contract:** The document approved by the Maricopa County Board of Supervisors to provide services and includes Intergovernmental Agreements.
7. **Contractor:** The person, agency, firm, or organization listed on the Cover Page of the Contract.
8. **Demand Side Management (DSM):** Reducing the demand for energy, i.e. electricity under peak loads.
9. **Department:** Maricopa County Human Services Department (MCHSD).
- 10 **Department of Commerce (DOC):** The State agency that administers weatherization funds originating from the Department of Energy (DOE), Southwest Gas Corporation and Department of Economic Security.
- 11 **Disabled Person:** An individual as defined under the Americans with Disabilities Act of 1993.
- 12 **DOE:** The United States Department of Energy, which provides funding for the Weatherization Assistance Program (WAP).
- 13 **Dwelling Unit:** An owner-occupied single family dwelling unit, which may be detached or attached to other owner-occupied dwelling units (duplex, triplex). It also includes mobile homes that have had the wheels removed and are appropriately supported by a foundation or blocking.
- 14 **Elderly Person:** An individual who is 60 years of age or older.
- 15 **Energy Usage Analysis:** A measurement of energy conserved after one year of receiving weatherization services.
- 16 **Family Unit:** All persons living together in a dwelling unit.

- 17 **Heating or Cooling Source:** A device, the operation of which can raise or lower temperature of a dwelling unit as part of the permanent heating, ventilating, and air conditioning system installed in the dwelling unit, including, but not limited to, furnaces, heat pumps, stoves, boilers, heaters, fireplaces, air conditioners, evaporative coolers, and fans.
- 18 **LIHEAP:** The Low Income Home Energy Assistance Program, which funds weatherization services and is under the jurisdiction of the United States Department of Health and Human Services.
- 19 **Multi-family Unit:** A dwelling unit that is located in a structure containing more than one dwelling unit.
- 20 **Peak Load:** That amount of power required to meet the highest possible usage.
- 21 **URRD** The Utility Repair, Replacement and Deposit* Program for home cooling and/or heating devices, water heaters, and utility systems funded by the Arizona Department of Economic Security from the implementation of House Bill 2646. *Deposit services are not part of this contract.
- 22 **Vendor** Any contractual relationship entered into by the Subcontractor with a third party for performance of any of the work or provision of the services covered by the Contractor.
- 23 **Subcontract** Any contractual relationship entered into by Maricopa County or the Contractor with a third party for performance of any of the work or provision of the services covered by the Contract.
- 24 **SWG** Southwest Gas, a utility company which provides funding for the weatherization Program.
- 25 **Utility Consumption History** The record of energy usage of a dwelling for a time period before and/or after weatherization. Utility consumption histories are provided by Utility Companies.
- 26 **Waiver** A written method that may permit the Contractor to exceed the Total Program Investment and/or activity allowable.

RFP Weatherization Flow Chart

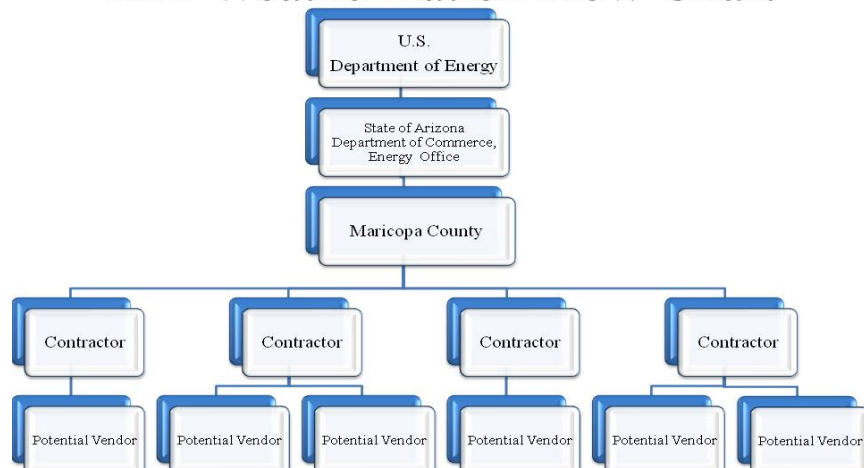


EXHIBIT 5

THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 SPECIAL TERMS & CONDITIONS
COMMERCE

1.0 CHANGES-FIXED-PRICE:

- 1.1 The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - 1.1.1 Drawings, designs, or specification when the supplies to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications.
 - 1.1.2 Method of shipment or packing.
 - 1.1.3 Place of delivery.
- 1.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not change by the order, the Procurement Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- 1.3 The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract.
- 1.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- 1.5 Failure to agree to any adjustment shall be a dispute under the Disputes provision. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

2.0 SUSPENSION OF WORK:

- 2.1 The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County.
- 2.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this Contract, or (2) by the Procurement Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault of negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- 2.3 A claim under this provision shall not be allowed-
 - 2.3.1 For any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
 - 2.3.2 Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

3.0 DISPUTES:

- 3.1 This Contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- 3.2 Except as provided in the Act, all disputes arising under or relating to this Contract shall be resolved under this provision.
- 3.3 “Claim,” as used in this provision, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this provision, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 3.4 A claim by the Contractor shall be made in writing and, unless otherwise stated in this Contract, submitted within 6 years after accrual of the claim to the Procurement Officer for a written decision. A claim by the County against the Contractor shall be subject to a written decision by the Procurement Officer.
 - 3.4.1 The Contractor shall provide the certification specified in paragraph 3.4.3 of this provision when submitting any claim exceeding \$100,000.
 - 3.4.2 The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - 3.4.3 The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
 - 3.4.4 The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
 - 3.4.5 For Contractor claims of \$100, 00 or less, the Procurement Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Procurement Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - 3.4.6 The Procurement Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
 - 3.4.7 If the claim by the Contractor is submitted to the Procurement Officer of a claim by the County is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Procurement Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.
 - 3.4.8 The County shall pay interest on the amount found due and unpaid from (1) the date that the Procurement Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certification, as defined in FAR 33.201, interest shall be paid from the date that the Procurement Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Procurement Officer receives the claim and then at

the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- 3.4.9 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer.

4.0 EQUAL OPPORTUNITY AND EXECUTIVE ORDER 11246:

4.1 *Definition.* "United States," as used in this provision, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

4.2 If, during any 12-month period (including the 12 months preceding the award of this Contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs 4.2.1 through 4.2.11 of this provision, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this provision.

4.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this provision for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

4.2.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -

4.2.2.1 Employment;

4.2.2.2 Upgrading;

4.2.2.3 Demotion;

4.2.2.4 Transfer;

4.2.2.5 Recruitment or recruitment advertising;

4.2.2.6 Layoff or termination;

4.2.2.7 Rates of pay or other forms of compensation; and

4.2.2.8 Selection for training, including apprenticeship.

4.2.3 The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Procurement Officer that explain this provision.

4.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4.2.5 The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Procurement Officer advising the labor union or workers' representative of the Contractor's commitments under this provision, and post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4.2.6 The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- 4.2.7 The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- 4.2.8 The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- 4.2.9 If the OFCCP determines that the Contractor is not in compliance with this provision or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provide by law.
- 4.2.10 The Contractor shall include the terms and conditions of paragraphs 4.2.1 through 4.2.11 of this provision in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- 4.2.11 The Contractor shall take such action with respect to any subcontract or purchase order as the Procurement Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 4.3 Notwithstanding any other provision in this Contract, disputes relative to tis provision will be governed by the procedures in 41 CFR 60-1.1.

5.0 ANTI-KICKBACK PROCEDURES:

5.1 Definitions.

- 5.1.1 “*Kickback*,” as used in this provision, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract, or in connection with a subcontract relating to a prime contract.
- 5.1.2 “*Person*,” as used in this provision means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

- 5.1.3 “*Prime contract*,” as used in this provision, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- 5.1.4 “*Prime Contractor*,” as used in this provision, means a person who has entered into a prime contract with the United States.
- 5.1.5 “*Prime Contractor employee*,” as used in this provision, means any officer, partner, employee, or agent of a prime Contractor.
- 5.1.6 “*Subcontract*,” as used in this provision, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- 5.1.7 “*Subcontractor*,” as used in this provision, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract, or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- 5.1.8 “*Subcontractor employee*,” as used in the provision, means any officer, partner, employee, or agent of a subcontractor.
- 5.2 The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-
 - 5.2.1 Providing or attempting to provide or offering to provide any kickback;
 - 5.2.2 Soliciting, accepting, or attempting to accept any kickback; or
 - 5.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- 5.3 Procedures.
 - 5.3.1 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph 5.2 of this provision in its own operations and direct business relationships.
 - 5.3.2 When the Contractor has reasonable grounds to believe that a violation described in paragraph 5.2 of this provision may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - 5.3.3 The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph 5.2 of this provision.
 - 5.3.4 The Procurement Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Procurement Officer may order that monies withheld under subdivision (ii) of this provision be paid over to the Government unless the Government has already offset those monies under subdivision (i) of this provision. In either case, the Prime Contractor shall notify the Procurement Officer when the monies are withheld.
 - 5.3.5 The Contractor agrees to incorporate the substance of this provision, including this paragraph 5.3.5 but, excepting paragraph 5.3.1, in all subcontracts under this Contract which exceed \$100,000.

6.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION:

- 6.1 *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours.
- 6.2 *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph 6.1 of this provision. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Procurement Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- 6.3 *Withholding for unpaid wages and liquidated damages.* The Procurement Officer will withhold from payments due under the contract sufficient funds required to satisfy Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Procurement Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- 6.4 *Payrolls and basic records.*
- 6.4.1 The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a) (3) implementing the Davis-Bacon Act.
- 6.4.2 The Contractor and its subcontractors shall allow authorized representatives of the Procurement Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph 6.4.1 of this provision. The Contractor or subcontractor also shall allow authorized representatives of the Procurement Officer or Department of Labor to interview employees in the workplace during working hours.
- 6.5 *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs 6.1 through 6.4 of this provision in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by and subcontractor or lower tier subcontractor with the provisions set forth in paragraphs 6.1 through 6.4 of this provision.

7.0 DAVIS-BACON ACT: (Use when Davis-Bacon Wage Determination is required.)

- 7.1 All laborers and mechanics employed or working upon the site of the work 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 laborer or mechanics, subject to the provisions of paragraph 7.4 of this provision; also, regular contributions made or costs incurred for more than a weekly period (but

less often than quarterly) under plan, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the provision entitled Apprentices and Trainees. 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 payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 7.2 of this provision) 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 accessible place where it can be easily seen by the workers.

7.2 Classifications.

7.2.1 The Procurement 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 Procurement Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

7.2.1.1 The work to be performed by the classification requested is not performed by a classification in the wage determination.

7.2.1.2 The classification is utilized in the area by the construction industry.

7.2.1.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

7.2.2 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Procurement 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 Procurement Officer to the Administrator of the Wage and Hour Division, Employment Standard Administration, U.S. Department of Labor, Washington, DC 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 Procurement Officer or will notify the Procurement Officer within the 30-day period that additional time is necessary.

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

7.2.4 The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs 7.2.2 and 7.2.3 of this provision 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.

7.3 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.

7.4 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.

8.0 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:

8.1 The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

8.2 The Contractor shall include the substance of the provision including this paragraph 8.2 in all subcontracts.

9.0 AMERICAN RECOVERY AND REIVESTMENT ACT – REPORTING REQUIRE-MENTS (MAR 2009):

9.1 *Definitions.* As used in the provision -

9.1.1 “Contract”, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

9.1.2 “First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

9.1.3 “Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

9.1.4 “Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

9.1.5 “Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402© (2)):

9.1.5.1 *Salary and bonus.*

- 9.1.5.2 *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 9.1.5.3 *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 9.1.5.4 *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - 9.1.5.5 *Above-market earnings on deferred compensation which is not tax-qualified.*
 - 9.1.5.6 *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- 9.2 This Contract requires the Contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512© of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- 9.3 Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due n later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- 9.4 The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.
- 9.4.1 The Government contract and order number, as applicable.
 - 9.4.2 The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the Government's on-line reporting tool.
 - 9.4.3 A list of significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - 9.4.4 Program or project title, if any.
 - 9.4.5 A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
 - 9.4.6 An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
 - 9.4.7 A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide -
 - 9.4.7.1 A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

- 9.4.7.2 An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- 9.4.8 Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if-
 - 9.4.8.1 In the Contractor's preceding fiscal year, the Contractor received-
 - 9.4.8.1.1 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - 9.4.8.1.2 \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - 9.4.8.2 The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- 9.4.9 For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- 9.4.10 For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under section 9.4.9, the Contractor shall require the subcontractor to provide the information described in (9.4.10.1), (9.4.10.9), (9.4.10.10), and (9.4.10.11) below to the Contractor for the purposes of the quarterly report. The Contractor advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
 - 9.4.10.1 Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - 9.4.10.2 Name of the subcontractor.
 - 9.4.10.3 Amount of the subcontract award.
 - 9.4.10.4 Date of the subcontract award.
 - 9.4.10.5 The applicable North American Industry Classification System (NAICS) code.
 - 9.4.10.6 Funding agency.
 - 9.4.10.7 A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - 9.4.10.8 Subcontract number (the contract number assigned by the prime contractor).
 - 9.4.10.9 Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

- 9.4.10.10 Subcontract primary performance location including street address, city, state, and county. Also include the nine-digit zip code and congressional district if applicable.
- 9.4.10.11 Names and total compensation of each of the subcontractor's five most highly compensated officers, for calendar year in which the subcontract is awarded if-
- 9.4.10.11.1 In the subcontractor's preceding fiscal year, the subcontractor received-
- 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - \$25,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- 9.4.10.11.2 The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

10.0 REGULATION REQUIREMENTS:

- 10.1 Contractor must follow conditions set forth by the U.S. Department of Energy Code of Federal Regulations CFR 10 Part 440 Weatherization Assistance for Low-Income Persons, and the Arizona Department of Commerce, Energy Office, Program Requirements.
- 10.2 The average cost per dwelling unit for materials and program support expenditures shall not exceed \$6,500.00 using DOE program funds.
- 10.3 All measures must be determined to be eligible as set forth by the Weatherization Assistance Program.
- 10.4 Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

11.0 AUDIT OF RECORDS:

Pursuant to §§ A.R.S. 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audit of this Contract will be conducted pursuant to Office of Management and Budget (OMB) Circular A-133 when applicable.

12.0 HEALTH & SAFETY:

The nature of the work to be performed under this Contract is inherently hazardous. In performance of work under this Contract, the Contractor shall satisfy all federal, state and local statutes, regulations, ordinances, etc., regarding health and safety.

13.0 OSHA GUIDELINES:

The Contractor shall be familiar with and operate with the guidelines set forth by the Occupational Safety and Health Act.

14.0 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made.

15.0 FALSE CLAIMS ACT:

Contractor and subcontractors shall promptly refer to County, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

EXHIBIT 6



(DRAFT CONTRACT)

CONTRACT PURSUANT TO RFP

SERIAL 09078-RFP

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and _____, an Arizona corporation (“Contractor”) for the purchase of Weatherization Services.

1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of Three (3) years, beginning on the ____ day of _____, 20__ and ending the __ day of _____, 20__.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
- 2.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

2.3 INVOICES:

2.3.1 The Contractor shall submit an electronic copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)

- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 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.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 **INSURANCE REQUIREMENTS:**

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 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 County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 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 under this Contract; 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.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

5.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.13.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

5.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

5.4.4.2 Terminate the Contract for default.

5.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

5.7 REQUIREMENTS CONTRACT:

5.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a written notice to proceed.

5.7.2 County reserves the right to cancel notice to proceed within a reasonable period of time after issuance. Should a notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits or performance of services prior to issuance of a notice to proceed.

5.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.9 TERMINATION FOR DEFAULT:

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.10.1 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.15 RETENTION OF RECORDS:

5.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.15.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.17 ALTERNATIVE DISPUTE RESOLUTION:

5.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.17.1.1 Render a decision;

5.17.1.2 Notify the parties that the exhibits are available for retrieval; and

5.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor

shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.23 CONTRACTOR LICENSE REQUIREMENT:

5.23.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.27.1 Exhibit A, Pricing;

5.27.2 Exhibit B, Scope of Services;

5.27.3 National Program Response (Attachment D)

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE