



NOTICE OF SOLICITATION

SERIAL 09012- RFP

REQUEST FOR PROPOSAL FOR: CONSOLIDATED ANNUAL PERFORMANCE and EVALUATION REPORTS (CAPERs)

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 MARCH 06, 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 [08]-RFP REQUEST FOR PROPOSAL FOR CONSOLIDATED ANNUAL PERFORMANCE and EVALUATION REPORTS (CAPERs)."

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:

DAVE LaFOND
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3248
EMAIL: lafonddd@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON FEBRUARY 19, 2009 AT 1:00 P.M. ARIZONA TIME, AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

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>

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

SECTIONS:

1.0	INTENT
2.0	SCOPE OF WORK
3.0	SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT/SIGNATURE PAGE
ATTACHMENT C	REFERENCES

EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
EXHIBIT 2	LETTER OF TRANSMITTAL SAMPLE
EXHIBIT 3	SOLE PROPRIETOR WAIVER FORM
EXHIBIT 4	IDIS REPORTS

REQUEST FOR PROPOSAL FOR: CONSOLIDATED ANNUAL PERFORMANCE and EVALUATION REPORTS (CAPERs)

1.0 INTENT AND BACKGROUND:

- 1.1 County has a need to have Consolidated Annual Performance and Evaluation Reports (CAPERs) for the MARICOPA HOME CONSORTIUM and the MARICOPA URBAN COUNTY completed for FY2008-2009 and FY2009-2010 for the Maricopa County Community Development Department (Department).
- 1.2 The Maricopa HOME Consortium consists of the cities/towns of Avondale, Chandler, Gilbert, Glendale, Mesa, Peoria, Scottsdale, Surprise and Tempe, as well as the Maricopa Urban County, but excludes the City of Phoenix. The Maricopa Urban County consists of 9 incorporated cities and towns as well as the unincorporated areas of the County. The Consortium has prepared a Five-Year Consolidated Plan for Fiscal Year 2005-2009 (CP), and prepares Annual Action Plans (AP) for housing and homeless programs for each year of the CP. Maricopa Urban County has prepared a separate non-housing Five-Year CP and will prepare separate AP's.
- 1.3 The Integrated Disbursement and Information System (IDIS) has been used to report program year accomplishments. In addition, there are several non-IDIS reports and narrative statements that are required and will be prepared by the resultant Contractor, with Department support.

2.0 SCOPE OF WORK:

Contractor shall provide all labor, materials, transportation, facilities and manpower to provide services described by this solicitation and shall complete the CAPERs in accordance with CFR Part 91 and related directives from the U.S. Department of Housing and Urban Development (HUD) titled Consolidated Annual Performance and Evaluation Reporting for Entitlement Grantees.

- 2.1 Contractor shall provide narrative statements concerning the Maricopa County HOME Consortium CAPERs (housing and homeless activities), addressing the following: (IDIS Reports for use with these statements are listed in Exhibit 4.)
 - 2.1.1 Assessment of Progress Toward CP Goals. This section shall describe progress toward housing and homeless goals using all resources available to the Consortium. CDGB activities will be reported here if they are used for homeless or housing goals.
 - 2.1.2 Actions taken to affirmatively further fair housing including actions taken to overcome the effects of impediments identified in the Analysis of Impediments to Fair Housing (AIFH).
 - 2.1.3 Affordable Housing. Progress toward goals, by tenure and income group, for the reporting period. [24 CFR 91.520(b)].
 - 2.1.4 Continuum of Care Narrative. This shall contain actions taken during the year to address the needs of homeless persons and actions taken to develop and implement a Continuum of Care Strategy. [24 CFR 91.320(e)].
 - 2.1.5 Other Actions. Include other actions in the CP and Annual Action Plans including actions to: address obstacles to meeting underserved needs; foster and maintain affordable housing; eliminate barriers to affordable housing; overcome gaps in institutional structure and enhance coordination; improve public housing and resident initiatives; evaluate and reduce lead-based paint hazards; ensure compliance with program and planning requirements; and reduce the number or persons living below the poverty level. [24 CFR 91.215, 91.220 and 91.230].
 - 2.1.6 Leveraging Resources. Describe the process to obtain "other" public and private resources; how HUD resources leveraged other funds and how matching requirements were satisfied.

- 2.1.7 Citizen Comments. Provide a summary of comments received from citizens.
- 2.1.8 Self-Evaluation. This is designed to move beyond outputs to measurable results. Describe how these programs are making a measurable impact on the communities.
- 2.1.9 An analysis of the extent to which funds were distributed among different categories of housing needs.
- 2.1.10 A report on match contributions using a separate HOME match report. [HUD Form 40107-A]
- 2.1.11 Part III of HUD Form 40107 to report contracts and subcontracts with Minority and Women-owned Business Enterprises (M/WBE).
- 2.1.12 Results of on-site inspections of affordable rental housing assisted under HOME and an assessment of the HOME jurisdiction's affirmative marketing actions and outreach to M/WBE's.
- 2.1.13 Other disclosures as may be required by County or HUD upon request.
- 2.2 Provide narrative statements concerning the Urban County CAPERs (Non-housing community development activities) addressing the following: (IDIS Reports for use with these statements are listed in Exhibit 4).
 - 2.2.1 Assessing the relationship of the use of CDBG funds to the priorities, goals and specific objectives in the CP, including distribution among categories of housing needs identified in the CP.
 - 2.2.2 Actions taken to affirmatively further fair housing including actions taken to overcome the effects of impediments identified in the AIFH.
 - 2.2.3 Nature and reasons for any change in program objectives.
 - 2.2.4 Assessing efforts in carrying out activities described in the Annual Action Plan and the CP.
 - 2.2.5 Explanation if the grantee did not address national objectives.
 - 2.2.6 Activities that describe steps taken to minimize displacement, and, if displacement did occur, a narrative of how the process was conducted in compliance with the Uniform Relocation Act.
 - 2.2.7 Narrative explaining how economic development activities were carried out.
 - 2.2.8 For limited clientele activities, a narrative description as to how the nature, location or other information demonstrates those activities benefited a limited clientele of at least 51% low/moderate income.
 - 2.2.9 Narrative information regarding program income in accordance with provisions of CDBG Handbook No. 6510.2, REV-2, Pages 3-8 and 3-9 and Exhibit 3b.
 - 2.2.10 Leveraging Resources. Describe the process to obtain "other" public and private resources; how HUD resources leveraged other funds.
 - 2.2.11 Citizen Comments. Provide a summary of comments received from citizens.
 - 2.2.12 Self-Evaluation. This is designed to move beyond outputs to measurable results. Describe how these programs are making a measurable impact on the communities.

- 2.2.13 Narrative information addressing the extent to which activities supported with ESG addressed homeless goals and objectives in the CP and the Continuum of Care Plan.
- 2.2.14 A description of the sources and amounts of funds used to meet the match requirements of ESG. (The County and Mesa receive ESG.)
- 2.2.14 Other disclosures as may be required by County or HUD upon request.

2.3 Additional Requirements.

- 2.3.1 Contractor shall implement a data collection system. In many cases, data for narratives will need to be collected from urban County cities/towns, Consortium cities/towns and other County departments. Contractor shall implement a system/process to do so in time to assemble the final documents. The data collection system shall be used throughout the term of this Contract.
- 2.3.2 The CAPERs shall be prepared and submitted according to HUD requirements and the Consortium Citizen Participation Plan.
- 2.3.3 Contractor shall generate maps describing geographic distribution of funding, location of specific projects, areas of low/mod income concentration, and areas of minority concentration, as well as any other maps that may be required.
- 2.3.4 Contractor shall provide computer disks/CD's and hard copies of the Maricopa HOME Consortium CAPERs to each member of the Consortium. Contractor shall also provide one (1) computer disk/CD and hard copy for the urban county CAPERs to the County. Software used by Contractor shall be compatible with existing County systems. In addition, four (4) hard copies of each CAPER shall be furnished for submission to HUD.

2.4 DELIVERY:

- 2.4.1 Contractor shall meet delivery/schedule 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.
- 2.4.2 Each CAPER shall cover the period from July 1 through June 30 of each year. The CAPERs shall be delivered to HUD no later than September 30, 2009 and September 30, 2010, with a 15-day comment period prior to final delivery.
- 2.4.3 Both CAPERs shall be completed in acceptable draft form with acceptable content, in acceptable format and delivered to County for review / comment no later than September 1, 2009 and September 1, 2010 for public comment.

2.5 ACCEPTANCE:

Contractor performance and CAPERs reports shall be deemed acceptable by the County when HUD deems the documents to be complete and acceptable.

2.6 RESPONDENT QUALIFICATION REQUIREMENTS:

- 2.6.1 Respondent shall be familiar with the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), American Dream Downpayment Initiative (ADDI), Neighborhood Stabilization Program (NSP) and Emergency Shelter Grant (ESG), 24 CFR, Parts 91, 92, 570, as well as the IDIS and ArcView software. Contractor shall also be familiar with the HUD CPMP reporting tool and use it to complete the CAPERs as appropriate.

- 2.6.2 Respondent must possess specific experience preparing CDGB, HOME, ADDI, NSP and/or ESG housing and non-housing community development reports for submission to HUD.

2.7 TAX:

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.

2.8 INVOICES AND PAYMENTS:

- 2.8.1 The Respondent shall submit two (2) legible copies 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 (if applicable)
- Invoice number and date
- Payment terms
- Date of Delivery
- Quantity
- Contract Item number(s)
- Description of services
- Pricing per unit of service
- Extended price
- Total Amount Due

- 2.8.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

- 2.8.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.8.4 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 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a two (2) year term.

3.2 INDEMNIFICATION:

- 3.2.1 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.

3.2.2 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.

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

3.3 INSURANCE REQUIREMENTS:

3.3.1 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.

3.3.2 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.

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

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.3.9 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.

3.3.10 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.

3.3.11 Workers' Compensation.

3.3.11.1 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.

3.3.11.2 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.

3.3.12 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.

3.3.13 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.3.13.1 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.

3.3.13.2 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.

3.3.14 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.

3.4 INTERNET CAPABILITY:

County intends to use the Internet to communicate under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.5 SUBCONTRACTING:

3.5.1 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.

3.5.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.6 SCHEDULE OF EVENTS:

Request for Proposals Issued: 2-05-09

Pre-Proposal Conference: 2-19-09

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 Dave LaFond at lafondd@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: 3-06-09

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **MARCH 6, 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: 3-06-09

Proposed Respondent presentations: (if required) 3-13-09

Proposed negotiations: 3-27-09

Proposed Best & Final (if required) 3-31-09

Proposed award of Contract: 4-16-09

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) 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.

3.7 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:

David LaFond, Procurement Officer, 602.506.3248
(lafondd@mail.maricopa.gov)

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

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

- 3.8.1 One (1) original hardcopy of all proposal documents.
- 3.8.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 3.8.3 Five (5) CD's providing the entire proposal in PDF format only.
- 3.8.4 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 [08] – RFP, CONSOLIDATED ANNUAL PERFORMANCE and EVALUATION REPORTS (CAPERs)

- 3.8.5 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.

3.9 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 09012-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 09012-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 09012-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.

3.10 GENERAL CONTENT:

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 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 binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.11.1 Table of Contents

3.11.2 Letter of Transmittal (Exhibit 2)

3.11.3 Executive Summary – This section should contain, but should not be limited to the following information:

3.11.3.1 An outline of the general approach utilized in the proposal to meet County needs.

3.11.3.2 Respondent's present workload and a schedule indicating the Respondent's ability to accomplish the work detailed in this solicitation, to meet public comment requirements and Board of Supervisors Agenda schedules.

3.11.3.3 Respondent's use of local resources familiarity with Maricopa County community development housing needs, agencies dealing with housing concerns and the local HUD office.

3.11.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.11.5 Qualifications/Experience – Provide a brief resume of any housing or non-housing community development plans, CAPERs or other reports Respondent has prepared for County or any of the Consortium cities/towns. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information. (Preference will be given to Respondents with specific experience in preparing CDBG, HOME or ESG housing and non-housing community development reports for HUD.)

3.11.6 Proposal exceptions

3.11.7 Other data – Other factors Respondent determines appropriate which would indicate that Respondent has the necessary competence and performance record to accomplish the project in a timely and cost-effective manner.

3.11.8 Attachment A (Pricing)

3.11.9 Attachment B (Agreement Page)

3.11.10 Attachment C (References)

3.11.11 Exhibit 3, Sole Proprietor Waiver (If applicable)

3.12 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.

3.12.1 Respondent's direct experience in preparing CAPERs.

3.12.2 Respondent's proven skills and professional qualifications.

3.12.3 Familiarity with Maricopa County and local agencies.

3.12.4 Price.

3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.13.1 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:

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

3.13.1.2 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;

3.13.1.3 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

3.13.1.4 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.

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

3.13.3 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.

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

3.14.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) 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.

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

3.15.1 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 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.

3.16 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency 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 AND SAMPLE CONTRACT DOCUMENT 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 09012-RFP

NIGP CODE: 91858

RESPONDENT'S NAME:

COUNTY VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT ☐ ☐

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

☐ NET 10 DAYS	☐ NET 45 DAYS	☐ 1% 10 DAYS NET 30 DAYS
☐ NET 15 DAYS	☐ NET 60 DAYS	☐ 2% 30 DAYS NET 31 DAYS
☐ NET 20 DAYS	☐ NET 90 DAYS	☐ 1% 30 DAYS NET 31 DAYS
☐ NET 30 DAYS	☐ 2% 10 DAYS NET 30 DAYS	☐ 5% 30 DAYS NET 31 DAYS

REPORT DESCRIPTION

NOT-TO-EXCEED PRICE

1.0 PRICING:

1.1 FY2008-2009 Maricopa HOME Consortium/Urban County CAPERs

1.2 FY2009-2010 Maricopa HOME Consortium/Urban County CAPERs

TOTAL

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 SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

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: _____

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)

Date

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

Re: RFP Serial 09012-RFP, Consolidated Annual Performance and Evaluation Reports (CAPERs).

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 _____

EXHIBIT 4

IDIS REPORTS

The following reports are for both the Continuum of Care Plan and the Five-Year Consolidated Plans as appropriate.

1. Financial Summary
2. *Summary of Accomplishments Report (CO4PR23)
3. *Consolidated Annual Performance and Evaluation Report (CO4PRO6)
4. Status of HOME grants (CO4PR27)
5. HOME Match Report
6. Status of HOME Activities (CO4PR22)
7. Status of CHDO Funds (CO4PR25)
8. *CDBG Financial Summary Report (For the County)
9. *CDBG Summary of Activities (4PR03)
10. CDBG Rehabilitation Activities (4PR10)
11. ESG Program for Grantee Statistics (4PR19)
12. ESG Activity Summary Report (CO4PR20)
13. ESG Financial Summary (CO4PR12)
14. HOPWA Reporting (As Required)
15. Federal Entitlement Grant Funding (4PR01)
16. List of Activities (COPRO2)
17. Grantee Summary Activity Report (CO4PR08)
18. Drawdown Voucher Report (CO4PR07)
19. Any other IDIS and non-IDIS reports as required.

Those reports with an asterisk (*) must be reported to citizens.