



CITY OF AVONDALE
Neighborhood & Family Services Department
1007 South 3rd Street
Avondale, AZ 85323
Phone: 623-333-2700
Fax: 623-333-0270

REQUEST FOR QUOTATIONS
For
Rehabilitation Services

NFS 15-050-18

Due Date: All quotes due by (Tuesday October 18, 2016), 1:00 PM.

Mandatory Prospective Contractors' Site Walk-Through: Thursday October 13, 2016 at 9:00 AM.

The City of Avondale (the "City") Neighborhood and Family Services Department is seeking quotations from licensed and qualified contractors to provide all material and labor required for single family dwelling repair or rehabilitation services ("Quotations"). Quotations will be accepted for the services only from Prequalified Contractors. Contractors desiring to submit Quotations for single family dwelling repair or rehabilitation services must first (i) submit a Statement of Qualifications in response to the City's Request for Statements of Qualifications No. NFS 15-050, FY 2015/2016 – FY 2019/2020 Housing Rehabilitation and Demolition Comprehensive Prequalified Contractors List ("RFQ NFS 15-050") and (ii) be selected for inclusion on the Prequalified Contractors List.

(328 W. Western Ave. Avondale, AZ 85323.)

Section I – Introduction

The City is issuing this Request for Quotations to secure a qualified contractor to perform repair or rehabilitation services on a single family dwelling as more particularly described in the Specifications, attached hereto as Exhibit A and incorporated herein by reference (the "Project"). Contractors must submit Quotations taking into consideration the entire Project, inclusive of the related Plans and/or Construction Drawings. Contractors selected pursuant to this process will be required to repair or rehabilitate the single family dwelling in accordance with (i) the Specifications developed by the City, attached hereto as Exhibit A and (ii) applicable laws, City codes and ordinances, and other requirements, including but not limited to, Energy Star, International Energy Conservation Code (IECC, 2009 edition or better), HUD Housing Quality Standards and the Maricopa HOME Consortium Housing Rehabilitation Standards.

The selected contractor shall begin work on the Project on the date specified in the written Notice to Proceed and shall complete the Project within 15 calendar days after the date specified in the Notice to Proceed.

(Additional Project Information and Details)

Section II – Pricing (Departments may use this pricing structure or develop and submit their own.)

All work shall be performed at the unit prices as set forth in the Specifications, attached hereto as Exhibit A. Quotation prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks**

must be filled in. Empty or unfilled spaces in the pricing section of the Specifications, attached hereto as Exhibit A, shall result in a determination that a Quotation is non-responsive.

Section III – Instructions and Conditions:

1. Rehabilitation Agreement. By submitting this Quotation, the contractor is agreeing to sign the CDBG Rehabilitation Agreement in the form acceptable to the City Attorney, a sample of which is located in Section E of the City’s RFQ NFS 15-050.
2. Irregular/Non-responsive Quotations. The City will consider as “irregular” or “non-responsive” and reject any Quotation lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized conditions, limitations or provisions shall be cause for rejection. Quotations may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:
 - a. Contractor does not meet the minimum required skill, experience or requirements to perform or provide the services necessary to complete the Project.
 - b. Contractor has a past record of failing to fully perform or fulfill contractual obligations.
 - c. Contractor cannot demonstrate financial stability.
 - d. Contractor’s Quotation contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Quotation.
3. Specification Minimums. Contractors are reminded that the Specifications stated in this Request for Quotations are the minimum levels required and that Quotations submitted must be for services and/or products that meet or exceed the minimum level of all features specifically listed in this Request for Quotations. Quotations offering less than the minimum specified are not responsive and should not be submitted. It shall be the contractor’s responsibility to carefully examine each item listed in the Specifications.
4. Approval of Substitutions; Use of Equals. The materials, products, and equipment described in this Request for Quotations establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. When the Specifications for materials, articles, products and equipment include the phrase “or equal,” the contractor may submit a Quotation upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City will have the final approval of all materials, articles, products and equipment proposed to be used as an “equal.” No substitute or “equal” will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B and incorporated herein by reference, has been received by the City or its representative at least five City working days (Monday through Thursday, excluding holidays) prior to the due date listed above. Each such request shall include the name of the material or equipment for which it is to be substituted or is sought to be considered an equal and a complete description of the proposed substitute or equal, including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute or an equal is approved, the approval shall be by written addendum to the Request for Quotations. Contractors shall not rely upon approvals made in any other manner. No such “substitute” or “equal” shall be purchased or installed without prior written approval from the City.
5. Proposal Quantities. The quantities of the various classes of work to be done and the material to be furnished under the CDBG Rehabilitation Agreement, which have been estimated as stated in this Request for Quotations, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the

Quotations presented for the work on the Project. The selected contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (a) invalidate this Request for Quotations, or the whole or any part of the work in accordance herewith and for the prices herein agreed upon and fixed therefore, (b) excuse a contractor from any of the obligations or liabilities hereunder or (c) entitle a contractor to any damage or compensation except as may be provided in the CDBG Rehabilitation Agreement.

6. Mandatory Prospective Contractors' Site Walk-Through. A Mandatory Prospective Contractors' Site Walk-Through shall be held at the date and time indicated above. Prospective contractors must arrive at the scheduled time and sign in with the City Representative in order to be eligible to submit a Quotation for the Project. Quotations shall not be accepted from contractors who do not attend the Mandatory Prospective Contractors' Site Walk-Through or from those that arrive more than five minutes after the scheduled time. The purpose of the Prospective Contractors' Site Walk-Through will be to clarify the contents of the Request for Quotations in order to prevent any misunderstanding of the City's requirements. A City Representative will be present to answer questions. Any doubt as to the requirements of this Request for Quotations or any apparent omission or discrepancy should be presented to the City at the Mandatory Prospective Contractors' Site Walk-Through. The City will then determine if any action is necessary and may issue a written addendum to the Request for Quotations. Oral statements or instructions will not constitute an amendment or addendum to the Request for Quotations.
7. New Materials. All material to be utilized by the contractor and included in the Quotation shall be new, unless otherwise stated in the Specifications.
8. Signed Quotations. All quotations must be signed with the firm name and by an officer or employee who is authorized to bind the firm.
9. Payment; Discounts. Any quotation that requires payment in less than 30 days shall not be considered. Payment discounts of 30 days or less will not be deducted from the price specified in the Quotation in determining the low Quotation. The City shall be entitled to take advantage of any payment discount offered provided payment is made within the discount period. Payment discounts shall be clearly indicated on the price sheet as contained in the Specifications, attached hereto as Exhibit A.
10. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the contractor to determine any applicable State tax rates and calculate the Quotation accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Quotation is non-responsive. The contractor shall not rely on, and shall independently verify, any tax information provided by the City.
11. Federal Funding. It is the responsibility of the contractor to verify and comply with federal requirements that may apply to the work (the "Federal Requirements") as set forth in the Sample CDBG Rehabilitation Agreement located in Section E of RFQ NFS 15-050. It is also the responsibility of the contractor to incorporate any necessary amounts in the Quotation to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.
12. Cost of Quotation/Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Quotations submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The contractor is

responsible for all costs incurred in responding to this Request for Quotations. All materials and documents submitted in response to this Request for Quotations become the property of the City and will not be returned.

13. Conforming to Specifications. Material and equipment purchased will be inspected by the receiving City representative as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for analysis and test as to whether the material conforms in all respects to the specifications.
14. Public Record. All Quotations shall become the property of the City. After award of the CDBG Rehabilitation Agreement, Quotations shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Quotation that was designated as confidential pursuant to Section III, Paragraph 15 below shall remain confidential from and after the time of Quotation opening to the extent permitted by Arizona law.
15. Confidential Information. If a contractor believes that a Quotation Specification or protest contains information that should be withheld from the public record, a statement advising the City representative of this fact shall accompany the submission and the information shall be identified. The Procurement Agent shall review the statement and information and shall determine in writing whether the information shall be withheld. The information identified by the contractor as confidential shall not be disclosed until the Procurement Agent makes a written determination. If the Procurement Agent determines to disclose the information, the Procurement Agent shall inform the contractor in writing of such determination.
16. Certification. By submitting a Quotation, the contractor certifies:
 - a. No Collusion. The submission of the Quotation did not involve collusion or other anti-competitive practices.
 - b. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Quotation or a resultant CDBG Rehabilitation Agreement. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative on the cover of RFQ NFS 15-050. All contact must be addressed to the City's Procurement Agent. Any attempt to influence the selection process by any means shall void the submitted Quotation and any resulting CDBG Rehabilitation Agreement.
 - d. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the CDBG Rehabilitation Agreement.
 - e. No Signature/False or Misleading Statement. The signature on the Quotation is genuine and the person signing has the authority to bind the contractor. Failure to sign the Quotation, or signing it with a false or misleading statement, shall void the submitted Quotation and any resulting CDBG Rehabilitation Agreement.

EXHIBIT A
TO
REQUEST FOR QUOTATIONS **NO. 15-050-18**

[Specifications, Plans/Construction Drawings]

See following pages.

[City to attach before issuance]

EXHIBIT B
TO
REQUEST FOR QUOTATIONS NO. 15-050-18

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM
 REHABILITATION SERVICES
 FOR
 REQUEST FOR QUOTATIONS NO. 15-050-18

Contractor _____ hereby submits for the City's consideration the following product, instead of the specified item, for the above Project.

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: _____

(NOTE: See Section III, Paragraph 4, Approval of Substitutions; Use of Equals, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes _____ No _____ If Yes, explain:

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. List differences between proposed substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes _____ No _____ If Yes, explain:

E. What effect does substitution have on other trades? _____

F. Does manufacturer's warranty of proposed substitution differ from that specified? Yes _____ No _____ If Yes, explain: _____

G. Will substitution affect progress schedule? Yes _____ No _____ If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?
Yes _____ No _____ If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?
Yes _____ No _____ If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes _____ No _____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section III, Paragraph 4, Approval of Substitutions; Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the City five City working days (Monday through Thursday, excluding holidays) prior to the Quotation deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by: _____

For City's Use Only:

Signature

Accepted: _____

Print Name

Accepted: _____

Title

By: _____ Date: _____

Company Name

Remarks: _____

Address

City, State, Zip Code

Date

Telephone No.

EXHIBIT C
TO
REQUEST FOR QUOTATIONS NO. 15-050-18

[Acknowledgments of Addenda received]

See following page(s).