

SERIAL 13155 RFP PROGRAM MANAGEMENT SERVICES FOR HOME REHAB

DATE OF LAST REVISION: December 13, 2016 CONTRACT END DATE: January 31, 2017

CONTRACT PERIOD THROUGH JANUARY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MRO SUPPLIES AND RELATED SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2011 (Eff. 08/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

IG/at
Attach

Copy to: Office of Procurement Services
Yvonne Seel, Human Services Department



CONTRACT PURSUANT TO RFP

SERIAL 13155 -RFP

This Contract is entered into this 30th day of January, 2014 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and **FSL** an Arizona corporation (“Contractor”) for the purchase of **Program Management Services For Home Rehabilitation, Emergency Repair/Replacement & Modifications** services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 23rd day of January, 2014 and ending the 31st day of January, 2017.
- 1.2 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) additional one (1) year, (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 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 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, 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.

3.0 PAYMENTS:

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

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible 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-detailed and specific to the address of the client served
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

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

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 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.

3.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.4.1 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.

3.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.5.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 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.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate 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.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, at its sole discretion, the County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations without charge.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 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.
- 6.1.2 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.

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

6.2 INSURANCE:

- 6.2.1 Proposer, performing as an independent proposer hereunder, shall be fully responsible for providing Works' Compensation or other applicable insurance coverage for itself and its employees and the County shall have no responsibility of liability for such insurance coverage.
- 6.2.2 Proposer shall provide to the County copy of the policy or a certification by the insurance carrier, showing the proposer to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Proposer activities under this contract. The coverage limits of such insurance shall not be less than those listed below.
- 6.2.3 The insurance company issuing the policy required above shall have an "B+++" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the Maricopa County as an additional insured and shall be primary coverage for the activity of the proposer.**
- 6.2.4 The County reserves the right to terminate any proposer agreement if the proposer fails to maintain such insurance coverage.
- 6.2.5 Proposer must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance

company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the County.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	\$1,000,000
Employer's Liability	
Each accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

6.2.6 Policy shall contain waiver of subrogation against Maricopa County the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

<u>Professional Liability (Errors and Omissions Liability)</u>	
Each Claim	\$ 2,000,000
Annual Aggregate	\$ 4,000,000
General Aggregate	\$ 4,000,000
Products – completed Operations Aggregate	\$4,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability-Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

6.3 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 \$2,000,000 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.

6.4 Workers' Compensation:

6.4.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.4.2 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.

6.5 Cancellation and Expiration Notice.

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

6.6 INSPECTION OF SERVICES:

6.6.1 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. See Section 6.19 below.

- 6.6.2 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.
- 6.6.3 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 no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 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:
 - 6.6.4.1 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
 - 6.6.4.2 Terminate the Contract for default.

6.7 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.8 **INTERNET ORDERING CAPABILITY:**

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

6.9 **NOTICES:**

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

FSL Home Improvements Inc.
Attn: Katie Smith
1201 E. Thomas Road
Phoenix, Arizona 85014

6.10 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.

6.11 TERMINATION FOR DEFAULT:

6.11.1 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.

6.11.2 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.

6.11.3 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.

6.11.4 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.

6.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.13 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.

6.14 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.

6.15 ADDITIONS/DELETIONS OF SERVICE:

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

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 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.

6.17 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.

6.18 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.19.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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.

6.19.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

6.19.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion

of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

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

6.24.1 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 and A.R.S. §23-214(A). 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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.

6.25 CONTRACTOR LICENSE REQUIREMENT:

- 6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.25.2 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) 542-1525 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.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 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:
 - 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.26.1.2 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;
 - 6.26.1.3 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
 - 6.26.1.4 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.
- 6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.26.3 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.

6.27 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.

6.28 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

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.30.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.30.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.31 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.32 INCORPORATION OF DOCUMENTS:

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

6.32.1 Exhibit A, Pricing;

6.32.2 Exhibit B, Scope of Work;

6.33 **Special Conditions (HUD Contract Requirements):**

6.33.1 **Nondiscrimination**

A contractor may not, under any program or activity, directly or through contractual or other arrangements, on the ground of race, color, religion, gender, national origin, age or disability:

Deny any facilities, services, financial aid or other benefits provided under the program or activity.

Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

Restrict in any way access to, or in the enjoyment of any advantages or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

Treat an individual differently from others in determining whether the individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, service or other benefits provided under the program or activity.

Deny an opportunity to participate in a program or activity as an employee.

6.33.2 Nondiscrimination Based on Disability

No otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and the Americans with Disabilities Act of 1990.

6.33.3 Employment Opportunities for Business and Lower Income Persons-Section 3

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24

CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6.33.4 Contracting with Minority, Women's, and Disadvantaged Business Enterprises

Pursuant to national policy to award a fair share of contracts to Minority, Women's, and Disadvantaged business enterprises, contractor shall take affirmative steps to assure that Minority, Women, and Disadvantaged are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps shall include the following:

Include qualified Minority, Women's, and Disadvantages businesses on solicitation lists.

Assure that Minority, Women's, and Disadvantaged businesses are solicited whenever they are potential sources.

When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum Minority, Women's, and Disadvantaged business participation.

Where the requirement permits, establish delivery schedules which will encourage participation by Minority, Women's, and Disadvantaged businesses.

Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Include affirmative steps, one through five in any subcontract.

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

CONTRACTOR



AUTHORIZED SIGNATURE

Guy Mikkelsen, President
PRINTED NAME AND TITLE

1201 East Thomas Road, Phx., AZ 85014
ADDRESS

85014
DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

2/20/14
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

Feb 4 2014
DATE

**EXHIBIT A
PRICING**

SERIAL 13155-RFP
NIGP CODE:96189

RESPONDENT'S NAME: FSL Home Improvements Inc.
Foundation for Senior Living
2011004400 0
COUNTY VENDOR NUMBER : ~~W000012640x~~
ADDRESS: 1201 E. Thomas Rd
Phoenix, AZ 85014
P.O. ADDRESS: _____
TELEPHONE NUMBER: 602-532-2976
FACSIMILE
NUMBER: 602-297-1857
WEB SITE: www.fsl.org
CONTACT (REPRESENTATIVE): Katie Smith
REPRESENTATIVE'S E-MAIL ADDRESS: Ksmith@fsl.org

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[x]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[x]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[x]	_____ %

PAYMENT TERMS:
[x] NET 30
DAYS

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 STREET, PHOENIX AZ. 85003)	0-\$2000	\$2001-\$4000	\$4001-\$6000	\$6001-\$+
	\$340 PER UNIT	\$680 PER UNIT	\$ 1,020 PER UNIT	\$1,021-\$6,800 PER UNIT Depends on amount of rehab
1.2 PROJECT MANAGEMENT ADMINISTRATIVE FEE (OUTSIDE OF 40 MILES OF 301 WEST JEFFERSON STREET, PHOENIX AZ. 85003)	\$340 PER UNIT	\$680 PER UNIT	\$ 1,020 PER UNIT	\$1,021-\$6,800 PER UNIT Depends on amount of rehab

The management fee is 17% and is based on the entire rehab amount.

Example: The \$6,800 management fee is based off an assumption of \$40k x 17%

**EXHIBIT B
SCOPE OF WORK**

2.0 SCOPE OF WORK:

- 2.0.1 The proposer shall be responsible for program management services for a home rehabilitation, emergency repair/replacement and modification program in a manner that is satisfactory to Maricopa County Human Services Department and consistent with any standards required as a condition of providing funds from any grantor.
- 2.0.2 Some activities funded must meet one of the regulatory objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or, meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2.0.3 Proposer shall comply with the County's procurement, mediation and right of refusal clauses when applicable.
- 2.0.4 Proposer shall provide services in compliance with all federal laws and regulations.
- 2.0.5 ~~Proposer shall comply with the requirements and standards of OMB Circular No. A 122 "Cost Principles for Non-Profit Organizations." Establish and/or maintain accounting systems that meet the requirements for OMB Circular A 110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." Comply with audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A 133 "Audits of States, Local Governments, and Non-Profit Organizations." Compliance with these requirements will be subject to monitoring from time to time by the County or by the Department of Housing and Urban Development.~~

Contractor shall comply with the requirements and standards of 2 CFR 200 Uniform Guidance Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." Comply with audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Compliance with these requirements will be subject to monitoring from time to time by the County or by the Department of Housing and Urban Development.

2.1 SERVICES TO BE PROVIDED:

Proposer shall identify, write up in a format acceptable to the County, guide contractor solicitation in a manner acceptable to the County, and oversee all work to be performed under contract(s) between the Homeowner and their chosen Contractor(s) and authorization of payments after repairs have been completed in accordance with contractual terms to correct identified conditions, which include but may not be limited to those:

- Considered "as causing emergency situations" in owner-occupied homes of eligible low-moderate income residents in Maricopa County's Urban and non-incorporated areas.
- Considered as needed adaptations for persons with disabilities when funding is designated and assigned by the County for the adaptations.
- Considered as needed to rehabilitate a home to local property rehabilitation standards in those cases where the County designates and assigns federal funds for rehabilitation to the individual, qualified applicant
- **Considered as needed to ensure the durability of the home or system. Any non-cosmetic improvement/repair/replacement will be assessed for eligibility on a case-by-case basis. ((Conduct inspection for multi-family and single family housing properties using the Uniform Physical Condition Standard (UPCS) protocol and inspection forms.))**

For UPCS inspections, HSD will provide a list of projects and the number of units required to be inspected annually. Inspectable items the unit, building exteriors, building systems, and common areas.

Pricing:

***UPCS inspectable items unit rate \$75/unit.**

- **This pricing includes travel time, inspection, UPCS form completion and submittal to HSD.**
- **If there are health and safety deficiency uncovered during the inspection a follow-up (such as a paid invoice and/or signed work order by tenant and maintenance staff and picture of work completed) that the deficiency has been corrected immediately.**

2.1.1 For this program, an emergency situation is defined as a condition, which is dangerous to the occupant’s safety, health, sanitation, or security. This definition is further extended to include conditions, which are imminently destructive or deteriorating to the property’s life span if left unchecked.

2.1.2 It is also recommended that extreme weather conditions will also result in a condition of an emergency nature if household members are not able to properly access heating and cooling devices. If, upon visitation, it is determined that the household has the financial capability to perform the repair or service being requested, the Proposer will inform the client and the County and will leave the work undone.

2.1.3 The following repair classifications, if they meet the specified definition of emergency as defined in paragraph ~~2.3.2~~ **2.1.1** (above), qualify for services under this program. Final determination of qualified services is made by the County consistent with the requirements of identified funding sources.

Roofing	Plumbing	Exterior Doors
Heating	Carpentry	Stairs and steps
Cooling	Ceilings and walls	Windows
Electrical	Water heaters	Floor coverings
Stoves/refrigerators	Energy modifications	Modifications for Accessibility
Cabinets	Painting and sheetrock	lead abatement

2.2 PROGRAM RESTRICTIONS:

2.2.1 ~~The following repair classifications are NOT authorized repairs in this program. The program will not provide routine maintenance repairs and services, nor will it provide solutions for these needs, which are generally considered personal or family responsibilities. Items not eligible for repair or replacement include:~~

Dishwashers	Lamps
Laundry machines	Swimming pools
Furniture*	Small appliances
Convenience items	Alarm systems
Fencing	Light bulbs
Damage from violence	

~~*Interior doors that are required for Building Code compliance (i.e. bathroom privacy) will be assessed for eligibility on a case by case basis.~~

**The following repair classifications are NOT authorized repairs in this program. The program will not provide routine maintenance repairs and services, nor will it provide solutions for these needs, which are generally considered personal or family responsibilities
Items not eligible for repair or replacement include:**

Dishwashers	Lamps
Laundry machines	Swimming pools
Furniture	Small appliances

**Convenience items
Fencing***

**Alarm systems
Damage from violence**

***Fencing that is considered a health and safety issue or a needed barrier will be assessed for eligibility on a case-by-case basis.**

- 2.2.2 The program shall NOT provide or repair dishwashers, or similar types of appliances. Appliances that affect the habitability of a dwelling unit may be repaired or replaced when it is deemed feasible or referred to other available programs.
- 2.2.3 Repair services shall be available to owner-occupied primary residences only. No rental or second homes will be eligible for assistance.

2.3 PROGRAM MANAGEMENT AND ADMINISTRATION:

- 2.3.1 Proposer shall be responsible to determine and write-up in a County approved format the scope of work to be performed consistent with the regulatory requirements of the funding sources identified by MCHSD, reviewing the scope of work with the client, administering competitive bid processes, conducting contract execution closings with the contractor and the client, ensuring proper licensure, insurance and bonding of the contractor, scheduling repair activities, and coordinating and supervising field repair personnel, conducting interim and final inspections when scheduled pay applications are submitted by contractors and securing pay authorizations from the client prior to submission of pay applications to MCHSD.
- 2.3.2 Proposer shall manage the client list and prioritize and schedule repairs in order of urgency and/or emergency with the intent of eventually assisting all applicants on the waiting list. The County reserves the right to adjust the priority as the County sees fit.
- 2.3.3 ADMINISTRATIVE FEE: Is inclusive of the following, all profits, G&A, and operation cost. Unless explicitly approved in writing by MCHSD on a case by case basis.

2.4 PROGRAM APPROVAL PROCESS:

- 2.4.1 Contractor will submit estimated cost of repairs to MCHSD on a County approved format for approval.
- 2.4.2 Upon receiving contract approval, Proposer shall notify client of the date and approximate time that the repair will be performed.

2.5 PROGRAM DELIVERY:

- 2.5.1 Proposer shall have qualified personnel or sub-proposers to perform inspections services. The program must work in conjunction with the Weatherization and Repair program, so successful bidder must be Building Performance Institute (BPI) certified and have experience in these rules and regulations. Proposer must also be familiar with the requirements of lead paint and abatement compliance and accessibility modifications for persons with disabilities. Customer service is of the utmost importance. Proposer's personnel shall be trained and monitored to assure each program applicant is provided the highest quality of service, regardless of the situation.

2.6 REPORTING REQUIREMENTS AND COST REIMBURSEMENT:

- 2.6.1 The Contractor shall submit all reports and financial claims for their own work and the work of contractors on a monthly basis as required. Please note that all jobs must be completed before the job expenses are claimed to avoid revisions to claims. 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.
- 2.6.2 The Department shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the contract.

2.6.3 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.

2.7 REIMBURSEMENT:

2.7.1 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.

2.7.2 Proposer acknowledges that this program is a reimbursement-based program. The successful contractor must have enough financial capacity to carry all program costs on a month-to-month basis.

2.7.3 Submit invoice/statement of expenditure in conjunction with all required reports and forms, as required by MCHSD/ by the 7th business day of each month.

2.7.4 Sufficient documentation per household and fund source must accompany the invoice.

2.7.5 Sufficient documentation may include other required information as determined by the department.

2.7.6 Invoice from HSD on line database.

2.8 RECORDKEEPING REQUIREMENTS:

For the purposes of monitoring, auditing, and examining performance, the County shall have access to all pertinent books, documents and papers, and the right to examine records for six (6) years.

2.9 ADDITIONAL DOCUMENTS REQUIRED WITH SUBMITTAL:

ORGANIZATIONAL EXPERIENCE: Please explain your firm's experience with the program as described within this RFP, including such details as program eligibility review and processing, home repairs, federal requirements, etc. Please indicate your firm's total years of experience. Experience may be found in the resumes of in-house.

Include years of experience in the following areas:

- Management of single-family rehabilitation
- Provision of services to persons from diverse cultures and non-English speaking households
- Experience with programs or projects using CDBG or HOME funds
- Experience working with homeowners within eligible income range
- Experience working with weatherization programs
- Experience working with persons with disabilities
- Experience working with lead paint abatement

2.10 HOUSING REHABILITATION AND EMERGENCY REPAIR/REPLACEMENT EXPERIENCE:

Explain your firm's experience with owner-occupied home improvements and lead-based paint and safe work practices. Include applicable licenses, credentials and professional training held as well as knowledge and experience with codes adopted by the City of Glendale. Include information on following the procurement process as explained in paragraph 1.2.4. Identify projects that most closely meet the scope of this service. Recent projects shall be considered more relevant than those three years or more ago and should reflect those projects that have been completed by active members of the firm.

2.11 REASONABLE ACCOMODATIONS:

Indicate how your firm accommodates persons with limited English proficiency (especially Spanish speaking persons) and persons with disabilities.

2.12 EXPERIENCE WITH GOVERNMENTAL AGENCIES AND REGULATIONS:

Identify projects and describe your firm's familiarity in working with federal, state or local government agencies (if any). Indicate familiarity and understanding of federal, state and local regulations and guidelines related to lead-based paint. The firm should have knowledge of requirements in strict accordance with all applicable laws, regulations and building codes.

2.13 REFERENCES:

Submit a list of three references including firm name, contact person, address, relevant project, and current phone number.

2.14 ATTACHMENTS:

Please include the following attachments with your proposal (if relevant):

- Most recent audited financial statement of your organization.
- Resumes for key staff to be assigned to carry out this proposal most specifically including the contract administrator and the construction coordinator
- A listing of any general proposer or subproposers your organization routinely employs for repair service.
- A list of any other organizations, incorporated or not, that your organization will work with to accomplish the objectives in this RFP.
- Any miscellaneous items such as organizational charts, etc.
- Copies of any documents that would be utilized as part of this program.

**Vendor
Proposal**

- Referrals will be a two way street for the proposed emergency and rehabilitation program. FSL will accept referrals for emergency and rehabilitation services directly from Maricopa County without Weatherization funds attached. Initial Weatherization inspection/audits may also trigger a referral from FSL back to Maricopa County for emergency and/or rehabilitation services application. If requested by Maricopa County, FSL is capable of completing section 8 HUD income eligibility for both CDBG and HOME as we have done this for several projects/contracts with municipalities in the past. Although for this proposal we are assuming that Maricopa County will be performing all income eligibility prior to referring client to FSL for services.

After eligibility has been established by Maricopa County and a referral made to FSL, FSL will schedule with the client for an inspection of the property. FSL will have in-house Rehabilitation Specialist inspect the home using an approved inspection checklist for CDBG or the State Rehab Standards Checklist for major rehabilitation. Based off the checklist and our experience with federal HOME and CDBG regulations FSL Rehab Specialist will determine if lead testing is required and order a certified firm to perform the testing. FSL will follow the environmental review process that has been pre-established by Maricopa County and approved by HUD for this particular contract. If needed, FSL can procure a qualified vendor to complete the individual Environmental Review Request per property or Maricopa County can complete this process with a firm before referring client to FSL for the rehabilitation or repair services. Both CDBG and HOME regulations require that if a program involves any CDBG or HOME funding, an environmental clearance must be performed before any funds are encumbered.

After the ERR is completed and environmental testing results have been obtained the FSL Rehab Specialist will create a scope of work to meet emergency or rehabilitation requirements. FSL will maintain a project file with necessary documentation to meet CDBG and HOME requirements and will include before and after pictures and provide copies to Maricopa County upon completion of the project.

FSL Rehabilitation Specialist sends out an Invite to Bid to contractors who have been pre-approved by FSL and hold appropriate licenses for work proposed. FSL will run a public advertisement to procure additional contractors on a quarterly basis. All contractors are encouraged to apply for FSL's active contractor list through a contractor application that requires, license information, references and proof of insurance. All contractors on FSL's active contractor list are screened through SAM.gov, Arizona Registrar of Contractors, Arizona Corporation Commission and HUD Limited Denial Participation.

FSL will follow the sealed bid process and obtain a minimum of three bids. In emergency situations FSL may choose to accept bids via email or fax to expedite if job is valued under \$10,000. FSL will hold a public bid opening to reveal results and document on a bid opening form. FSL Rehab Specialist will review bid for accuracy and send bid results to bidding contractors within 4 business days of bid opening.

FSL will inform Maricopa County of bid results and if approved complete a Notice to Proceed and Contract with the contractor. Contractor shall not vary from the approved Scope of Work without written approval through a Change Order. Any Change Orders will be assessed by FSL Rehab Specialist and analyzed for cost reasonableness.

FSL Rehab Specialist will inspect completed repairs and approved payment for the contractor. All invoices are coded to a job specific work order and tracked in the FSL custom database. FSL will provide Maricopa County with the contractor invoice, lien release(s), and certificate of completion, FSL time cards and other documents as necessary once project has been completed. FSL project specific staff time and mileage is coded to a work order and billed on a cost reimbursement basis.

Staff Time

The size of the repair will determine how many hours are devoted to the project. FSL Program Director or Weatherization Program Manger may need maximum (1 hour) per project to review and approve. Program Coordinator may need .5 hour per project to process billing and roll up reports.

Example/estimates project related hours/activities

Activity	CDBG Emergency Repair	HOME Housing Rehabilitation	Billing Activity
Property Inspection, testing, scope writing bid/procurement	4 hours	10-15 hours	Project Specific/Cost Reimbursement
Construction monitoring/inspections	1.5	6 hours (depending on scope of project and # of onsite inspections required)	Project Specific/Cost Reimbursement
Construction Activities	Charge is actual per contractor invoice	Charged is actual per contractor invoice	Project Specific/Cost Reimbursement
Project File – Documentation Management	2	8	Project Specific/Cost Reimbursement
Final Inspection-closeout with homeowner	1	2.5	Project specific/Cost Reimbursement
Total Project Specific	8.5	26.5-31.5	Project specific/Cost Reimbursement
Rehabilitation and Project team meetings and contract related management duties that are NOT specific to an individual project performed by rehabilitation specialist, program coordinator	.5	2	Included as part of the administrative fee
Accounting, finance and billing, human resources and information technology related activities performed by the FSL administrative office and included in the indirect management fee.			Included as part of the administrative fee

VENDOR QUESTIONS AND RESPONSES

- 1) Section 4.5.4: It is not clear from paragraph 2 that the proposer understands that the rehabilitation/repair contract is between the client and the contractor. Page 93 of the PDF document states that FSL awards contracts.

A: The contract is between the contractor and the homeowner and FSL's role is to help facilitate the process. FSL prepares documents for the homeowner and contractor to sign. FSL performs property inspection, prepares scope of work and cost estimate and conducts bid process to present results to homeowner for contractor selection/contract execution. If HOME funds are used there are additional documents required to include securing a promissory note and title work to secure the grant funds for the affordability period. If a HOME property is sold during the affordability period the homeowner will be required to pay back funds according to the schedule established and funds are returned to County/HUD as program income. For minor emergency repair programs using CDBG it does not necessarily require promissory notes or a deed of trust. FSL needs direction from Maricopa County as to how they have set up their particular HOME and CDBG programs with HUD. Housing Rehabilitation activities are different from Emergency Repair protocols.

- 2) Attachment A: On PDF page 11 under project management, there is a typo in the fee rate. Also since the admin fee escalates above a minimum, we need to know the percentage of the escalator and how it is applied above the minimum up to the not to exceed figure.

A: The typo has been correct- see revised Attachment A. FSL assumes the maximum HOME funds for major rehabilitation would be \$40,000 per project. The maximum amount multiplied by 17% is \$6,800.

- 3) Since there is an admin fee, it is important that there not also be an indirect rate applied to the "project specific" costs that are to be billed directly for each rehab. There could be project specific costs other than billable hours that are included for things like mileage, fringes, printing and such. If those types of costs are presumed to be reimbursables, but are not stated, there could be confusion later. We can't assume that these costs will not be incurred or billed back to us; but we need to know in advance so we can consider. Please provide a sample invoice or invoice form for "project specific" costs.

A: The administrative percentage is broken out as follows:

11.02% covers indirect expenses including Accounting, IT, Human Resources and Management

5.98% covers all non client related expenses such as Paid Time Off that is allocated to staff that bill time to this program, rent associated with staff that bill time to program, liability insurance

Direct expenses will be broken out by FSL staff time, sub contracting, mileage and printing and all tied together by a work order.

- 4) The proposer indicates that they maintain a bidders list and they update it periodically. What is the process if a client can get a contractor added to that list outside of their normal contractor recruiting cycle if they are otherwise qualified?

A: The client can refer the contractor to FSL to fill out a contractor packet. If the contractor meets the eligibility requirements and provides all documentation necessary they will be added to FSLs active contractor list. If the client requests that FSL invite them to bid on the project we can meet that request. See attached FSL contractor eligibility application for reference.

- 5) What is your process and procedure for a waitlist (first-come first serve, income eligibility verified)? If there are multiple referrals/requests at one time how does FSL address this?

A: As soon as the client has all documents for eligibility the process will be first come first serve. Emergencies will be prioritized. For an example if one client has a leaky toilet and another client has no cooling in the summer time, FSL would prioritize the client with the cooling needs. However FSL is prepared for multiple referrals at one time so emergency issues should not require a waiting list. Major Rehabilitation may require a wait list and that process will be first come first serve as well. FSL creates a spreadsheet to track referrals and can provide regular updates to Maricopa County as requested.

- 6) Is the Admin fee at 17%/ home? Is there not to exceed amount?

A: The Admin fee is 17% per project. A not to exceed threshold has not been established.

- 7) There should be an economy of scale, if a contractors is conducting multiple rehabs to a bulk of homes. If so, what is the procedure to do this and the max admin fee amount?

A: It would be rare if a contractor was completing multiple major rehabs at any given time. FSL has a company policy not to award more than 2 projects to a contractor unless they are 80% complete with one currently under contract. FSL does not want contractors to exceed their capacity which could hinder completion times and quality. The contractor does not charge an admin fee. FSL's admin fee is a percentage of expenses and would be charged per job. FSL assumes the maximum amount of HOME funds per project would be \$40,000 but is truly based off the 17% of expenses.

- 8) Use restrictions and Prom Note/Deed of Trust must be recorded and HOME funds will be recaptured if homeowner sells the HOME within the affordability period. Please include this process in your timing and scope of work.

A: Once client eligibility is determined and the scope of work and bids have been returned and a contractor selected FSL will work with the client to complete the promissory note and deed of trust documents. These will be submitted to the title company and the title will be secured prior to issuing the notice to proceed to the contracting firm. When project is completed the title company is notified and the final lien is placed for the affordability period.

- 9) Who verifies the homeowner is on title?

A: FSL or Maricopa County can do a preliminary title search as part of the eligibility process. This can be conducted using Maricopa.gov recorded documents. If title is clear the property inspection and bid process can occur. Before any construction is performed the promissory note and deed of trust will be secured with the title company.

- 10) Who conducts the after value-rehab? Recommend FSL put that in their SOW.

A: FSL will determine the after value rehab by combining the pre rehab property value and the amount of rehab dollars invested. FSL will research the average property value using Zillow and or Maricopa.gov website. FSL will ensure the amount of rehab funds invested will not exceed the 95 percent median purchase price as established by HUD. If Maricopa County would like FSL to follow a alternate approved process to establish the after value, we are open to that.

AMENDMENT No. 1
To
SERIAL 13155-RFP PROGRAM MANAGEMENT SERVICES FOR HOME REHAB
Between
FSL Home Improvements Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and FSL Home Improvement Inc. have entered into a Contract Program Management Services for home rehab dated July 06, 2011 ("Agreement") and effective August 01, 2011 County Contract No: 13155-RFP.

WHEREAS, County and FSL Home Improvement Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Exhibit B Section: 2.1

Add the following language to the contract terms:

- **Considered as needed to ensure the durability of the home or system. Any non-cosmetic improvement/repair/replacement will be assessed for eligibility on a case-by-case basis.**
- **Conduct inspection for multi-family and single family housing properties using the Uniform Physical Condition Standard (UPCS) protocol and inspection forms.**

For UPCS inspections, HSD will provide FSL a list of projects and the number of units required to be inspected annually. Inspectable items the unit, building exterior, building systems, and common areas.

Pricing

*UPCS inspectable items unit rate \$75/unit.

- o This pricing includes travel time, inspection, UPCS form completion and submittal to HSD.
- o If there are health and safety deficiency uncovered during the inspection a follow-up (such as a paid invoice and/or a signed work order by tenant and maintenance staff and pictures of work completed) that the deficiency has been corrected immediately.

Correction was made to the following section under Exhibit B

2.1.3 The following repair classifications, if they meet the specified definition of emergency as defined in paragraph 2.2.2 2.1.1 (above), qualify for services under this program. Final determination of qualified services is made by the County consistent with the requirements of identified funding sources.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

FSL HOME IMPROVEMENTS, INC.


Authorized Signature

Authorized Signature

Guy Mikkelsen, President
Printed Name and Title

6/9/2014
Date

MARICOPA COUNTY:

[Signature]
Chief Procurement Officer

6/19/14
Date

AMENDMENT No. 2
To
SERIAL 13155-RFP PROGRAM MANAGEMENT SERVICES FOR HOME REHAB

Between
FSL Home Improvements Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and FSL Home Improvement Inc. have entered into a Contract Program Management Services for home rehab dated July 06, 2011 ("Agreement") and effective August 01, 2011 County Contract No: 13155-RFP.

Per section 6.18 of the contract the following modifications to the language shall be effective as both parties approve and sign the Amendment #2 document below.

ADDITIONS TO SECTION BELOW:

6.0 TERMS and CONDITIONS:

6.33 Special Conditions (HUD Contract Requirements):

6.33.1 Nondiscrimination

A contractor may not, under any program or activity, directly or through contractual or other arrangements, on the ground of race, color, religion, gender, national origin, age or disability:

Deny any facilities, services, financial aid or other benefits provided under the program or activity.

Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

Restrict in any way access to, or in the enjoyment of any advantages or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

Treat an individual differently from others in determining whether the individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, service or other benefits provided under the program or activity.

Deny an opportunity to participate in a program or activity as an employee.

6.33.2 Nondiscrimination Based on Disability

No otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and the Americans with Disabilities Act of 1990.

6.33.3 Employment Opportunities for Business and Lower Income Persons-Section 3

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6.33.4 Contracting with Minority, Women's, and Disadvantaged Business Enterprises

Pursuant to national policy to award a fair share of contracts to Minority, Women's, and Disadvantaged business enterprises, contractor shall take affirmative steps to assure that Minority, Women, and Disadvantaged are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps shall include the following:

Include qualified Minority, Women's, and Disadvantages businesses on solicitation lists.

Assure that Minority, Women's, and Disadvantaged businesses are solicited whenever they are potential sources.

When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum Minority, Women's, and Disadvantaged business participation.

Where the requirement permits, establish delivery schedules which will encourage participation by Minority, Women's, and Disadvantaged businesses. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Include affirmative steps, one through five in any subcontract.

SEE CHANGES TO THE SECTION BELOW:

EXHIBIT B: SCOPE OF WORK

~~2.0.5 Proposer shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations." Establish and/or maintain accounting systems that meet the requirements for OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." Comply with audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Compliance with these requirements will be subject to monitoring from time to time by the County or by the Department of Housing and Urban Development.~~

2.0.5 Contractor shall comply with the requirements and standards of 2 CFR 200 Uniform Guidance Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." Comply with audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Compliance with these requirements will be subject to monitoring from time to time by the County or by the Department of Housing and Urban Development.

2.2 PROGRAM RESTRICTIONS:

~~2.2.1 The following repair classifications are NOT authorized repairs in this program. The program will not provide routine maintenance repairs and services, nor will it provide solutions for these needs, which are generally considered personal or family responsibilities. Items not eligible for repair or replacement include:~~

- | | |
|---------------------------------|-----------------------------|
| Dishwashers | Lamps |
| Laundry machines | Swimming pools |
| Furniture* | Small appliances |
| Convenience items | Alarm systems |
| Fencing | Light bulbs |
| Damage from violence | |

~~*Interior doors that are required for Building Code compliance (i.e. bathroom privacy) will be assessed for eligibility on a case-by-case basis.~~

2.2.1 The following repair classifications are NOT authorized repairs in this program. The program will not provide routine maintenance repairs and services, nor will it provide solutions for these needs, which are generally considered personal or family responsibilities.

Items not eligible for repair or replacement include:

- | | |
|------------------|------------------|
| Dishwashers | Lamps |
| Laundry machines | Swimming pools |
| Furniture | Small appliances |

Convenience items
Fencing*

Alarm systems
Damage from violence

*Fencing that is considered a health and safety issue or a needed barrier will be assessed for eligibility on a case-by-case basis.

ALL OTHER TERM AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

FSL HOME IMPROVEMENT INC.



AUTHORIZED SIGNATURE

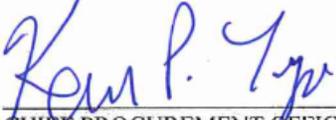
Tom Egan, President

PRINTED NAME AND TITLE

11/14/2014

DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER

Dec 13, 2016

DATE

FSL HOME IMPROVEMENTS INC. Foundation For Senior Living, 1201 E THOMAS RD, PHOENIX, AZ
85014

PRICING SHEET: NIGP CODE 20868

Vendor Number: ~~2011002103-0 2011004400-0~~ VC0000007350

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2017.**