

SERIAL 16083 RFP WEATHERIZATION SERVICES, MCHSD

DATE OF LAST REVISION: March 23, 2016

CONTRACT END DATE: March 31, 2017

CONTRACT PERIOD THROUGH MARCH 31, 2017

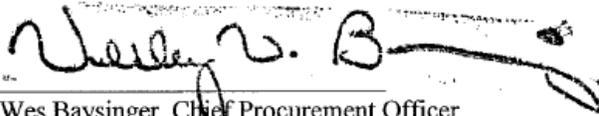
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **WEATHERIZATION SERVICES, MCHSD**

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 **March 23, 2015 (Eff. 04/01/16)**.

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.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/mm/
Attach

Copy to: Office of Procurement Services
Amy Jacobson, Human Services
Virginia Sturgill, Human Services

(Please remove Serial 09078-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 16083-RFP

This Contract is entered into this 23rd day of March, 2016 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and FSL Home Improvements, an Arizona corporation (“Contractor”) for the purchase of Weatherization Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of April, 2016 and ending the 31st day of March, 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) one-year renewal terms, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation and submitted to the Office of Procurement Services. If the County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey. After one year, a price adjustment can be requested to MCHSD, however, no more than forty percent (40%) of the total of all measures may be adjusted.

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. *All jobs must be completed before the job expenses are submitted to avoid revisions to claims.*

3.3 INVOICES AND PAYMENTS:

The Contractor shall submit to MCHSD/CDD an electronic and one (1) legible copy of a detailed invoice/request for reimbursement 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 or
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Calculation of measure costs
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

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>).

Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

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 APPLICABLE TAXES:

- 3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

- 3.5.1 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.

3.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.6.1 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 Catalog of Federal Domestic Assistance (CFDA)

The Catalog of Federal Domestic Assistance is a government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The Catalog contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government.

Activities and Programs to be administered under this Contract shall be funded through the following CFDA funds:

93-568 Low Income Home Energy Assistance Program (LIHEAP)
81.042 Weatherization Assistance for Low-income Persons (DOE)

And may include Local Fund sources:

State Utility, Repair, Replacement and Deposit Assistance State Law, ARS §46-731
Arizona Public Service Energy Wise Program
Salt River Project Weatherization Program
Southwest Gas Weatherization Program

4.3 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, 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.

6.0 TERMS and CONDITIONS:

6.1 SERVICE AREA:

6.1.1 The service area is Maricopa County inclusive of all unincorporated areas; excluding the Cities of Phoenix and Mesa.

6.2 ON-SITE INVESTMENT:

6.2.1 On-site financial investment of Weatherization Services per home allowable under this agreement shall not exceed the maximum allowable per each fund source.

6.2.2 On-site investment of Weatherization Services per dwelling unit allowable under this agreement shall not exceed the maximum health and safety cost allowable per each fund source.

6.2.3 Every fund source has allowable measure(s). The measure(s) allowable are specific to the fund source and are included in Exhibit 6.

6.2.4 Administrative cost must be included in the delivery, set up, install for each measure. Administrative cost includes personal, indirect, mileage, (i.e all costs associated with delivering the service).

6.3 PAYMENTS

6.3.1 The Contractor shall be paid a fixed cost per measure, per completed project. Please note that all jobs must be completed before the job expenses are paid to avoid revisions to claims.

6.3.2 Submit monthly invoice/statement of measure performed in conjunction with all required reports and forms, as required by MCHSD by the 5th business day of each month.

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

6.3.2.2 Sufficient documentation includes a spreadsheet that contains the client's name, job number, materials cost, labor costs, with total cost per work order number, and other required information as determined by the department.

6.3.2.3 A per house invoice detailing each measure and the calculations for measures showing how the cost was achieved. For example, insulation 26 sq. feet x \$1.00(price quote in bid) total \$26. Maricopa County will supply form for use by the Contractor.

6.3.3 All questions, issues, or problems regarding billing or invoicing shall be directed to Maricopa County Human Services Department – Community Development Division.

6.4 RESPONSIBILITY FOR REPAYMENT OF FUNDS

6.4.1 Should a monitoring or audit review result in findings related to funds being paid for ineligible activities or in amounts above allowable program limits, the Contractor shall be responsible to repay those funds to the County upon written notification by the MCHSD Community Development Assistant Director.

6.4.2 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its Directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless

Contractor has made full written disclosure of the proposed payments to the Department and has received prior written approval.

- 6.4.3 For purposes of this provision, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. 38-502.

6.5 SAFEGUARDING OF PARTICIPANT INFORMATION

6.5.1 The use or disclosure by any party of any information concerning an applicant for, or recipient of, service under the contract is directly limited to the conduct of the contract.

6.5.2 Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information.

6.5.3 Contractor shall include a clause to this effect in all subcontracts.

6.5.4 Contractor must provide a secure storage space for confidential documents relating to clients and personnel. Client files must be kept in a locked file in a secure storage space.

6.6 GOVERNOR'S EXECUTIVE ORDER NO. 82-26:

The Contractor is required to use the Arizona Dictionary and Taxonomy of Human Services for reporting and contracting purposes. For more information, visit: <https://des.az.gov/documents-center/taxonomy>.

6.7 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

6.7.1 The Contractor shall, during the term of the contract, immediately inform the MCHSD/CDD Assistant Director in writing of the award of any other contract or grant including any other contract or grant awarded by Maricopa County where the award of such contract or grant may affect either the direct or indirect costs being paid/ reimbursed under the contract. Failure by the Contractor to notify MCHSD of such award shall be considered a violation of the Contract and Maricopa County shall have the right to terminate the contract without liability.

6.7.2 The MCHSD/CDD Assistant Director may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the MCHSD Assistant Director the award of the other contract or grant may affect the costs being paid or reimbursed under the contract.

6.7.3 If the MCHSD/CDD Assistant Director determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under the contract, the MCHSD/CDD Assistant Director will prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause of the Maricopa County Procurement Code section MC1-905.

6.8 COMPETITIVE SOLICITATION REQUIREMENTS

6.8.1 Project Work Quotes: Contractor must have documentation that pricing was competitively solicited by trade including weatherization measures (i.e. plumbing, electrical etc.) for materials and services. That at least three bidders shall be solicited to submit written quotations either by measure or by general contractor that includes all measures sub contracted. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) General Contractors or subcontractors and hold pricing for each measure for at least a year. Selection of vendor that completes the weatherization job must adhere to the Department of Energy standards and requirements and conduct the work within the timeframe established by the Contractor.

- 6.8.2 Equipment: The Contractor shall obtain all equipment to be utilized in the performance of the Contract, and purchased with funds provided under the contract and be included in the pricing.
- 6.8.3 Supplies: Contracts with agencies other than a Public Agency, shall obtain all supplies to be utilized in the performance of this Contract, may be purchased with funds provided under the contract and be included in the pricing.

6.9 **PROPERTY**

- 6.9.1 Any property furnished or purchased pursuant to the terms of the contract shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by Maricopa County, and shall revert to Maricopa County upon termination of the contract, or otherwise be disposed of in accordance with instructions issued by the MCHSD.
- 6.9.2 Repair costs of such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount are subject to approval by the MCHSD.
- 6.9.3 All equipment purchased with MCHSD funds, shall be inventoried on an annual basis for the life of the property.

6.10 **INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

6.11 **INSURANCE.**

- 6.11.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.11.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.11.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.11.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.11.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.11.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.11.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.11.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.11.9 **Automobile Liability.**

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

6.11.10 **Workers' Compensation.**

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.11.11 **Environmental/Pollution Legal Liability Insurance**

Contractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

This insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$5,000,000.

The policy of insurance shall be endorsed to include as an insured Maricopa County, its officers, elected officials, and employees.

6.11.12 Certificates of Insurance.

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

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

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

6.12 **WARRANTY OF SERVICES:**

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

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

6.13 **INSPECTION OF SERVICES:**

6.13.1 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.

6.13.2 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.

6.13.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no

cost to the County. When the defects in services cannot be corrected by re-performance, County may:

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

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

6.13.4 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:

6.13.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.13.4.2 Terminate the Contract for default.

6.14 SERVICE REQUIREMENTS:

6.14.1 The nature of the work to be performed under the contract is inherently hazardous. In performance of work under the contract, Contractor shall:

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

6.14.2 Provide record of work performed and complete reports on a database management system as required by MCHSD. Reports to be completed may include, but are not limited to: housing characteristics diagnostic, combustion, and work performed.

6.14.3 MCHSD will provide initial training, annual training for the on line data base, and staff training for any newly-hired staff whose job is directly related to providing data input under this agreement throughout the contract period.

6.14.4 Any information related to work performed that is entered in the data base must include the measure cost and all personnel, equipment, materials and supplies necessary to perform and provide Weatherization and Utility Repair/Replacement Services.

6.14.5 Provide energy conservation education to all Weatherization service recipients/beneficiaries. MCHSD will be providing detailed requirements related to the written plan after award. The written plan will be required within 60 days of contract award and must be submitted to MCHSD prior to authorization of work.

6.14.6 Provide MCHSD access to all client and financial database(s) for periodic and annual program and/or fiscal monitoring.

6.14.7 Maintain client records for a minimum of six (6) years per Maricopa County Records Retention schedule. Each client record file must include, if applicable:

6.15.7.1 Fund Eligibility Work Order Form

6.15.7.2 Priority list or copy of house energy modeling program REM/Design;

6.15.7.3 Work Agreement/Notice to Proceed;

6.15.7.4 Scope of Work

6.15.7.5 Invoices/purchase orders for all materials installed;

6.15.7.6 Lead-paint notification documentation;

6.15.7.7 Certified renovator or test kit documentation;

6.15.7.8 Lead safe weatherization if necessary (including pictures);

- 6.15.7.9 Copy of Lead Renovation, Repair and Painting Rule (RRP) certificated listing the person who will oversee the work; **and name of Lead Certified firm certificate.**
 - 6.15.7.10 Mold/Moisture and Hazard assessment and notification;
 - 6.15.7.11 State Historic Preservation documentation (if applicable);
 - 6.15.7.12 Documentation of work completed including audit, pre and post diagnostic information, and combustion information, receipts of items bought or subcontractor billed and subcontractor invoices;
 - 6.15.7.13 Refrigerator protocol page (if applicable);
 - 6.15.7.14 Statement of Completion;
 - 6.15.7.15 Radon Pamphlet Notification Documentation;
 - 6.15.7.16 QCI inspection form (DOE funded jobs only)
 - 6.15.7.17 Walk Away Form (if applicable).
- 6.14.8 Proposer must be able to provide services that are appropriate to the language, culture, and geographic location of the target population.
- 6.14.9 Provide assistance for persons with Limited English Proficiency (LEP) at its own expense according to Maricopa County guidelines and policy. Contractors must develop a written Language Assistance Plan (LAP) to address identified needs if the LEP populations served,
- 6.14.9.1 Provide equal access to programs and services for individuals with disabilities in compliance with the Americans with Disabilities Act and Fair Housing.
 - 6.14.9.2 Provide reasonable accommodations for clients with impairments such as visual, hearing, mobility etc.
- 6.14.10 Provide a secure storage space for confidential documents relating to clients and personnel. Client files must be kept in a locked file in a secure storage space.
- 6.14.11 Maintain an accounting system which is consistent and in accordance with the U.S. Generally Accepted Accounting Principles (GAAP) and which uses fund accounting methods and the OMB Omni-Circular "Uniform Administrative Requirements, Cost Principles and Audit" and is located at 2 CFR Part 200, which went into effect December 26, 2014.
- 6.15 REQUIREMENTS CONTRACT:
- 6.15.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
 - 6.15.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
 - 6.15.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.16 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.17 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.18 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.18.1 Cancel the stop-work order; or

6.18.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.18.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.19 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.20 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.20.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.20.2 Make progress, so as to endanger performance of this contract; or

6.20.3 Perform any of the other provisions of this contract.

6.20.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.21 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

6.22 **CONTRACTOR LICENSE REQUIREMENT:**

6.22.1 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.

6.22.2 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.

6.23 **REPORTING REQUIREMENTS AND PAYMENT:**

6.23.1 The Contractor shall submit all reports and financial requests/claims on a monthly basis. These documents are due the 5th business day of the following month, with the exception of the final request 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. Each job must be completed before the job expenses are claimed to avoid revisions to claims.

6.23.2 MCHSD/CDD shall pay the Contractor for all allowable costs associated with the performance of work and the provision of services under the contract.

6.23.3 Any call-back work on completed jobs required by MCHSD/CDD's funders during audits on MCHSD/CDD will be completed in a timely fashion and at the Contractor's expense.

6.23.4 Should MCHSD/CDD 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.

6.23.5 Required reports due by the 5th business day of the following month include, but are not limited to:

- 6.23.5.1 Monthly Financial Claim Form
- 6.23.5.2 Combustion Safety Report per dwelling unit
- 6.23.5.3 Pressure Diagnostics Report per dwelling unit
- 6.23.5.4 Work Performed Report per dwelling unit
- 6.23.5.5 Programmatic Reports (if required) per dwelling unit
- 6.23.5.6 Before & After pictures of projects
- 6.23.5.7 Financial Reports (including monthly back-up documentation) per dwelling unit
- 6.23.5.8 Per dwelling details with measure calculations
- 6.23.5.9 Other reports/forms that may be required by MCHSD/CDD

Submit Report to: Maricopa County Human Services Department, Community Development Division, 234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004, and to the Attention of the Weatherization Program Coordinator.

6.24 PERFORMANCE STANDARDS:

- 6.24.1 The Contractor shall be expected to comply with and meet all performance standards as established within the Contract.
- 6.24.2 Contractors who do not meet all performance standards will be subject to probation.
- 6.24.3 Disallowances may be enforced in case of under or non-performance of contract objectives.

6.25 SUBCONTRACTING:

- 6.25.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 6.25.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.
- 6.25.3 Provided the Contractor so specifies, Subcontracting is allowable for Weatherization and Utility Repair/Replacement activities, with the exception of the pre and post energy audit and the QCI inspection.
- 6.25.4 Subcontractors must be licensed contractors and have demonstrable experience in:
 - 6.25.4.1 Building science
 - 6.25.4.2 Energy efficiency standards
 - 6.25.4.3 Lead Safe Weatherization practices
 - 6.25.4.4 DOE standard work specification
 - 6.25.4.5 Construction
 - 6.25.4.6 Energy retrofits
- 6.25.5 All subcontractors must have at least one worker on site with BPI certifications in:
 - 6.15.5.1 Building Analyst

6.26 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.

6.27 ADDITIONS/DELETIONS OF SERVICE:

6.27.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.27.2 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.

6.28 VALIDITY:

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 the Contract.

6.29 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.

6.30 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.31 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.32.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.32.1.2 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;

6.32.1.3 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

6.32.1.4 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.

6.32.2 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.

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

6.33.1 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.

6.33.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.33 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.

6.34 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:

6.34.1 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,

6.34.2 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.

6.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.35.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.35.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

6.36.1 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.

6.36.2 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.

6.36.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.37 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.

6.38 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 of the contract.

6.39 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.40 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.

6.41 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.

6.42 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.43 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

6.44 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.

6.45 INCORPORATION OF DOCUMENTS:

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

6.45.1 Exhibit A, Pricing;

6.45.2 Exhibit B, Scope of Work;

6.45.3 Exhibit C, Contractor's Background Information;

6.45.4 Exhibit D, Accounting System Certification

6.45.5 Exhibit E, Agreement

6.45.6 Exhibit F, Staff Experience Page

6.45.7 Exhibit G, Lobbying Packet

6.45.8 Exhibit H, Certification Regarding Department

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
1201 E. Thomas Road
Phoenix, AZ 85014

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

CONTRACTOR

Tom Egan
AUTHORIZED SIGNATURE

Tom Egan President
PRINTED NAME AND TITLE

1201 E. Thomas Rd, Phoenix 85014
ADDRESS

3/11/2016
DATE

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

MAR 23 2016
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD

MAR 23 2016
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

March 16, 2016
DATE

EXHIBIT A

PRICING

All prices include all costs for delivery and installation as defined in the scope of work taking into account the requirement of Arizona Weatherization Program. These requirements can be found at:

1. Arizona Weatherization Field Guide <https://www.swbstc.org/az-field-guide>
2. Arizona State Plan <http://www.hsd.maricopa.gov/Divisions/Community-Development/Plans-Reports.aspx>
3. Standard Work Specifications <https://sws.nrel.gov/>

All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A: “Standards for Weatherization Services”

Contractor is responsible for leaving the job site clean, hauling away existing materials and all appliances (if applicable) and for properly disposing of existing materials and appliances to meet EPA regulations.

Change orders will be considered for unique situations on projects. A form provided by Maricopa County, will be submitted for review, prior to any work being done. Any costs associated with charges orders not approved will not be paid. The approved change order form must be submitted with monthly project billings and a copy placed in the file.

Scope of Work- Appliances	Quantity	Price
Include delivery, set up, install, removal of existing appliance and administrative cost		
18 cubic foot Energy Star or better refrigerator Freezer Top	1	\$858.00
21 cubic foot Energy Star or better refrigerator Freezer Top	1	\$990.00
25 Cubic foot Energy Star or better refrigerator side by side	1	\$1,492.00
30” Gas Range	1	\$766.00
30"Gas Cooktop	1	\$607.00
30" Electric Cooktop	1	\$607.00
30” Electric Range	1	\$528.00
30" Electric Wall Oven- Double	1	\$1,782.00
30"Electric Wall Oven- Single	1	\$1,188.00
24" Gas Wall Oven - Double	1	N/A
24" Gas Wall Oven - Single	1	\$1,188.00
Special Installation Charge (if applicable)	1	\$150.00
Delivery and recycle Fee (if applicable)	1	\$45.00
Replace gas flex and shutoff valve	1	\$120.00
Top load washer/dryer combo	1	\$1386.00

DUCT SEALING

Contractor is responsible for providing duct sealing measures in accordance with NREL Standard Work Specifications or other state directed minimum standards designed to ensure the health and safety of the occupants while improving energy efficiency. (See the Governor Office of Energy Policy Guidelines for Duct Repair and Air Sealing) Refer to the Standard Work Specifications from DOE at <https://sws.nrel.gov/Under Air Sealing Ductwork Subtopic 3.1602 and sequential subtopics>

All work to be done utilizing Lead Safe Work Practices when applicable including a designated Lead Renovator to oversee set up, work in progress and cleanup and shall require the LSW forms to be filled out and signed and pictures provided showing the work is being done according to guidelines.

All new whole house duct system installs will require Manual D. Contractor is responsible to provide the Manual D report to Maricopa County. Contractors are responsible for properly sizing new ductwork and ensure proper airflow to the conditioned space. All duct connections will be sealed when new runs are installed even if contractor is replacing flex only and cost to be included with prices below for duct replacement and new ductwork

Scope of Work - Duct Sealing		
Include delivery, set up, install and administrative cost		
		Price
Charge for Manual D		\$198.00
Duct Sealing		
Properly seal entire duct run from start to termination to include boot to drywall and all accessible connections	Price per run	\$80.00
Seal plenum/ elbow / transition	Price per run	\$132.00
Cap ends of trunk for proper seal		\$115.00
Seal platform / cavity return with duct board and mastic		\$300.00
Seal Mobile Home Duct Complete		
Single Trunk		\$396.00
Double Trunk		\$595.00
Pressure Relief		
One bedroom jumper		\$450.00
Each additional room (jumper)		\$395.00
Pass thru Vents (2) in Wall per room 20x10 Recommend bar faced style		\$198.00

<p><i>ITEM 1:</i> New Flex Return Per drop price includes can, collar, bar faced filter grill, duct run and sealing at both ends</p>
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<i>Description and Scope of Work</i>		<i>Unit Price</i>
<i>a.</i>	<i>14"</i>	<i>\$480.00</i>
<i>b.</i>	<i>16"</i>	<i>\$520.00</i>
<i>c.</i>	<i>18"</i>	<i>\$565.00</i>
<i>d.</i>	<i>20"</i>	<i>\$620.00</i>

<i>ITEM 2: New Flex Supply Drop Per drop price includes can, collar, bar faced grill, duct run and sealing at both ends</i>		
<i>Description and Scope of Work</i>		<i>Unit Price</i>
<i>a.</i>	<i>6"</i>	<i>\$305.00</i>
<i>b.</i>	<i>8"</i>	<i>\$325.00</i>
<i>c.</i>	<i>10"</i>	<i>\$355.00</i>
<i>d.</i>	<i>12"</i>	<i>\$365.00</i>
<i>e.</i>	<i>14"</i>	<i>\$385.00</i>

<i>ITEM 3: Replace existing flex run</i>		<i>\$Per Bag (25ft) R-8</i>
<i>Includes sealing at both ends</i>		
<i>Description and Scope of Work</i>		<i>Unit Price</i>
<i>a.</i>	<i>6"</i>	<i>\$185.00</i>
<i>b.</i>	<i>8"</i>	<i>\$205.00</i>
<i>c.</i>	<i>10"</i>	<i>\$215.00</i>
<i>d.</i>	<i>12"</i>	<i>\$235.00</i>
<i>e.</i>	<i>14"</i>	<i>\$245.00</i>
<i>f.</i>	<i>16"</i>	<i>\$255.00</i>
<i>g.</i>	<i>18"</i>	<i>\$275.00</i>
<i>h.</i>	<i>20"</i>	<i>\$295.00</i>

<i>ITEM 4: Register Replacements All Ceiling supply and return registers to be bar faced and price includes boot to drywall sealing</i>		
<i>Description and Scope of Work</i>		<i>Unit Price</i>
<i>a.</i>	<i>Floor registers (10x4)</i>	<i>\$52.00</i>
<i>b.</i>	<i>Ceiling Registers (12x12)</i>	<i>\$85.00</i>
<i>c.</i>	<i>Return Register (20x30)</i>	<i>\$240.00</i>

<i>ITEM 5: Lead Home Management Fee</i>		
<i>Description and Scope of Work</i>		<i>Unit Price</i>
To include recordkeeping checklist, pictures of containment, work in progress and clean up signed off by Certified Renovator		<i>\$290.00</i>

<i>ITEM 6: Mobil Home Flex Additional Cost</i>	<i>\$150.00</i>
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ENVELOPE SEALING SPECIFICATIONS

Estimate to install envelope tightening measures in accordance with federal energy efficiency standards and installation methods including LSW (if applicable).

All Envelope Sealing, where required, will be performed to the SWS available online at <https://sws.nrel.gov/>
Refer to Subtopics 3.1001 and sequential subtopics in Air Sealing

REPLACEMENT: Contractor must include permit fees (if applicable), labor, tax and materials to complete project

Glass Replacement	
Scope of Work	Sq. Ft. Cost
Glazing window replacement per square foot	\$40.00

Drywall Replacement (Drywall repairs shall be made ready for texture and paint)	
Scope of Work	Sq. Ft. Cost
Drywall replacement per square foot	\$40.00

Duct board Installation	
Scope of Work	Sq. Ft. Cost
Duct board installation per square foot	\$40.00

Description and Scope of Work	Unit Price
Lead Home Management Fee	
To include recordkeeping checklist, pictures of containment, work in progress and clean up signed off by Certified Renovator	\$290.00

HVAC SPECIFICATIONS

All new HVAC installations are to be performed in accordance with the most recent Universal Mechanical Code and/or local building code and Arizona Weatherization Standards.

Pictures of HVAC system and/or components to be replaced must be submitted and pictures of the replacement items must also be submitted with billing.

All Permits when required will be the responsibility of the Contractor to obtain and secure prior to starting work. Upon completion contractor will provide proof of completion and passing inspection before final payment can be made.

The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units and warranty information. Contractor must leave Contractor's contact information with the client so that they know who to contact in the event that a warranty arises.

If required by system, all venting and combustion air shall be installed in accordance with AGA and GAMA specification and/or local building code and Arizona Weatherization Standards. New gas forced air furnaces shall have pilotless ignition.

All duct work connections to the new system shall be sealed, on all sides, with a non-toxic, Department of Energy industry approved, mastic duct sealant applied per manufacturers specifications. Refer to the Standard Work Specifications at <https://sws.nrel.gov/> for duct sealing requirements under Subtopics 3.1602 and for HVAC/Heating and Cooling in Subtopics 5.3003 and sequential subtopics

All installation estimates shall include removal and proper disposal of existing equipment, capping and sealing and/or removal of abandoned ductwork, recovery of refrigerant from existing system as required by law. Contractor must retain documentation (for a minimum of 5 years) that proves that refrigerant was handled according to EPA standards. Maricopa County retains the right to examine these documents as necessary.

Contractor is to ensure that all units are properly charged to the manufacturer's specifications using superheat/sub cooling method. After install and all ductwork is completed Contractor shall measure static pressure across the coil to ensure proper airflow. Contractor is to verify adequate duct size and proper air flow within 10% to all conditioned spaces.

All work to be done utilizing Lead Safe Work Practices when applicable including a designated Renovator to oversee set up, work in progress and cleanup and shall require the LSW forms to be filled out and signed and pictures provided showing the work is being done according to guidelines. (see Renovation Recordkeeping Checklist)

Contractor is responsible for leaving the job site clean, hauling away existing equipment (if applicable) and for properly disposing of existing equipment to meet EPA regulations

All Contractor bid amounts below for installs of package units to include new elbow or roof curb, t-stat and stand, disconnect and fuses, breaker and condensate drain. All installs of gas split systems to include, t-stat, disconnect, fuses, breaker evap drain pan, flue system and gas line. All tie-ins to ductwork to be sealed with a U.L approved duct mastic. Contractor is to ensure that all units are properly charged to the manufacturer's specification. Contractor is responsible for properly sizing unit using a Manual J. Copy of Manual J and Air-Conditioning Heating and Refrigeration Institute (AHRI) Certificate must be provided to Maricopa County upon completion of work and at time of final invoice. AHRI website: www.ahridirectory.org

REPLACEMENT: Contractor must include labor, tax and materials to complete project.

Description Of Scope Of Work	Price
Removal of forced air furnace in closet and evaporative cooler on roof and replace with new 14-SEER Gas Pac unit on roof . Price should include sealing existing furnace, capping gas or electric and running new gas and electrical lines to roof for the following sizes:	
2.0 Ton	\$6,300.00
2.5 Ton	\$6,700.00
3.0 Ton	\$6,860.00
3.5 Ton	\$7,160.00
4.0 Ton	\$7,280.00
5.0 Ton	\$7,410.00
ITEM 2	
Description Of Scope Of Work	
Removal of existing system and replace with new 14-SEER package heat pump	
2.0 Ton	\$6,300.00
2.5 Ton	\$6,565.00
3.0 Ton	\$6,658.00
3.5 Ton	\$6,942.00
4.0 Ton	\$7,150.00
5.0 Ton	\$7,280.00
ITEM 3	
Description Of Scope Of Work	
Removal of existing system and replace with new 14-SEER split system heat pump Residential	
2.0 Ton	\$5,940.00
2.5 Ton	\$6,182.00
3.0 Ton	\$6,410.00
3.5 Ton	\$6,606.00
4.0 Ton	\$6,965.00
5.0 Ton	\$7,510.00
ITEM 4	

Description Of Scope Of Work	
Removal of existing system and replace with new 14-SEER split system heat pump Mobil Home (AHRI N/A)	
2.0 Ton	\$6,548.00
2.5 Ton	\$6,798.00
3.0 Ton	\$6,810.00
3.5 Ton	\$6,930.00

4.0 Ton	\$7,130.00
5.0 Ton	\$7,390.00
ITEM 5	
Description Of Scope Of Work	
Removal of existing system and replace with new 14-SEER split system a/c with gas furnace	
2.0 Ton	\$6,400.00
2.5 Ton	\$6,535.00
3.0 Ton	\$6,614.00
3.5 Ton	\$6,732.00
4.0 Ton	\$7,015.00
5.0 Ton	\$7,670.00
ITEM 6	
Description Of Scope Of Work	
Removal of existing system and replace with new 14-SEER split A/C with Mobile Home style gas furnace sealed combustion unit	
2.0 Ton	\$6,336.00
2.5 Ton	\$6,438.00
3.0 Ton	\$6,732.00
3.5 Ton	\$6,864.00
4.0 Ton	\$7,260.00
5.0 Ton	\$7,524.00
ITEM 7	
Description Of Scope Of Work	
Removal of existing and replace with 14 SEER Gas Pac	
2.0 Ton	\$6,567.00
2.5 Ton	\$6,666.00
3.0 Ton	\$6,831.00
3.5 Ton	\$6,898.00
4.0 Ton	\$7,326.00
5.0 Ton	\$7,800.00
CRANE CHARGE	
Rate Per Job	\$220.00
PERMIT FEES	
Per Job	\$330.00
Manual J FEE	
Per Job	\$238.00
Diagnostic Fee	
Charge to diagnose system and provide detailed estimate for repair or replacement	\$105.00
New Line Set	
Install new Line Set	\$468.00
New Electrical Run	

Install new electrical run to unit	\$600.00
HVAC REPAIRS	
Clean evaporative coil	\$360.00
Clean condenser coil	\$265.00
Replace blower motor and capacitor	\$595.00
Replace condenser motor and capacitor	\$595.00
Replace capacitor- Single	\$190.00
Replace capacitor- Dual	\$250.00
Replace Thermostat	\$265.00
Replace contactor	\$235.00
Replace relay	\$250.00
Replace circuit board	\$595.00
Replace 3 Ton compressor	\$1,585.00
Install hard start kit	\$215.00
Repair leak (includes recovery and charge)	\$660.00
Replace fuses	\$55.00
Replace 40 amp breaker	\$132.00
Replace disconnect	\$165.00
Replace gas valve	\$132.00
Replace gas flex line	\$132.00
Clean/ tune furnace, adjust burners	\$300.00
New Condenser Pad	\$165.00
Install condensate drain	\$295.00
Install upper and lower combustion air	\$330.00

INSULATION / AIR BARRIER

Estimate to insulate in accordance with Arizona Department of Commerce Weatherization energy efficiency standards and installation methods. Insulation must be evenly installed with no voids, gaps, misalignments, or compression issues. Precautions must be taken when insulating around or on electrical boxes and/or heat producing fixtures. Proper shielding, if necessary, shall be installed by insulation contractor in order to properly insulate all areas. Contractor is responsible for air sealing around all accessible existing penetrations through the air barrier including combustion vents, plumbing vents and all exposed soffits to ensure the insulation's performance. For attic insulation, all wall cavities and drop downs that are exposed to attic shall be capped with like material in attic and insulated over or filled with insulation to assure insulation is in direct contact with air barrier. Contractor is responsible for installing enough insulation to guarantee an R-38 value after settling. ALL attic access hatches shall have a gasket installed to ensure no air leakage and attic hatches in conditioned space shall have rigid foam secured to hatch to match R value of insulation installed. All work must be performed in accordance to the Standard Work Specifications from DOE. Refer to [https://sws.nrel.gov/ under Insulation in Subtopics 4.1006 and sequential subtopics](https://sws.nrel.gov/under_insulation_in_Subtopics_4.1006_and_sequential_subtopics)

All Insulation product must meet or exceed EPA recovered material rule which can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/products/construction.htm>

All change orders must be approved prior to performing additional work.

SERIAL 16083-RFP

Insulation amount shall also be identified at nearest or easiest attic access point. After completion, all jobs will be inspected by auditor to assure quality installation. Complete installation must include all labor, and materials to perform services. Contractor MUST provide details on each invoice listing actual R-Value, type of material used, quantity of material and square foot covered.

Contractor is responsible for protecting the client's personal items during insulation (cover clothing if accessing the attic in a closet, etc.) and for leaving the job site clean and hauling away job debris.

Contractor must include permit fees (if applicable) labor, tax and materials to complete project

ATTICS: CELLULOSE	
Scope of Work	Sq. Ft. Estimate
Bring R- <u>0</u> to R- <u>38</u>	\$1.24
Bring R- <u>19</u> to R- <u>38</u>	\$.66

ATTICS: FIBERGLASS BLOWN	
Scope of Work	Sq. Ft. Estimate
Bring R- <u>0</u> to R- <u>38</u>	\$ 1.79
Bring R- <u>19</u> to R- <u>38</u>	\$.95

Scope of Work	Sq. Ft. Estimate
Kneewall : Install new Fiberglass batts	\$1.43
Kneewall: Re-align existing Fiberglass batts	\$.66
Re-align fiberglass to attic floor	\$.55
Remove insulation from attic to allow for proper insulation	\$.66
Scope of Work	Price per hatch
Install rigid foam on attic hatch to final R value of attic	\$40.00

Scope of Work	Price per hatch
Install attic access gasket	\$26.50

Scope of Work	Per Truss price
Install Baffles	\$7.25

Scope of Work	Price per hatch
Install attic damming around hatch with rigid material	\$66.00

Scope of Work	Price per hatch	Price per home
Additional Fee's		
Estimator on each job		\$35.00 per home
Trip Charge for homes greater than 25 miles away from office		\$125.00
Homes less than 1,000 square feet additional charge		\$125.00 per home

MANUFACTURED HOUSING INSULATION

Estimate to insulate in accordance with Arizona Department of Commerce Weatherization energy efficiency standards and installation methods. Insulation must be evenly installed with no voids, gaps, misalignments, or compression issues. Precautions must be taken when insulating around or on electrical boxes and/or heat producing fixtures. Proper shielding, if necessary, shall be installed by insulation contractor in order to properly insulate all areas. Contractor is responsible for air sealing around all accessible existing penetrations through the air barrier including combustion vents, plumbing vents and all exposed soffits to ensure the insulation's performance. For attic insulation, all wall cavities and drop downs that are exposed to attic shall be capped and insulated over or filled with insulation to assure insulation is in direct contact with air barrier.

Because the installation of insulation in Manufactured Housing relies so heavily on proper air sealing techniques, any contractor insulating the lid of any Mobile Home is responsible for insuring that all necessary prep work such as air sealing and blocking is completed to the Standards for Manufactured Housing specifications.

Because of the air sealing, belly patching and duct sealing involved in insulating the floor of Mobile Homes properly, any contractor hired to insulate the floors will be responsible for the necessary prep work of the floor, rodent barrier and duct sealing before insulation is installed.

Cellulose will not be an acceptable insulation in Manufactured Housing. Only blown in Fiberglass or Rockwool is acceptable.

All insulation must be installed in complete contact with a verified air barrier. The Air barrier is the surface of the floor or roof assembly that shows a zonal pressure differential of over 40pa WRT inside with the home WRT outside at a pressure difference of 50pa. Included in your bid for the insulation will be the prep work necessary to verify or create the appropriate air barriers.

All work must be performed in accordance to the Standard Work Specifications from DOE. Refer to [https://sws.nrel.gov/ under Insulation in Subtopics 4.1006 and sequential subtopics](https://sws.nrel.gov/under%20Insulation%20in%20Subtopics%204.1006%20and%20sequential%20subtopics)

All Insulation product must meet or exceed EPA recovered material rule which can be found at <http://www.epa.gov/epawaste/conservation/cpg/products/construction.htm>

All change orders must be approved prior to performing additional work.

Insulation amount shall also be identified at nearest or easiest access point. After completion, all jobs will be inspected by auditor to assure quality installation. Complete installation must include all labor, and materials to perform services. Contractor MUST provide details on each invoice listing actual R-Value, type of material used, quantity of material and square foot covered.

Contractor is responsible for protecting the client's personal items during insulation (cover clothing if accessing the attic in a closet, etc.) and for leaving the job site clean and hauling away job debris.

Contractor must include permit fees (if applicable) labor, tax and materials to complete project.

Below statements assume a 14' by 70' Mobile Home

Attic insulation can be performed by any of the processes highlighted in the BPI Manufactured Housing Technical Standards. Attic insulation will include all patching and Cool Roof coating on metal skinned roofing over insulated areas of the home.

Prep work to seal the ceiling/ floor plane and protect from insulation entering the living space during installation will be labeled 1,2 and 3 based on amount and difficulty of repairs needed.

Level 1: Ceiling/ floor is very strong, very little to no air sealing, patching or blocking work required before insulation can be added. Zonal test is very close to or already exceeds 40pa

Level 2: Ceiling/ floor is strong, moderate air sealing and blocking around heat sources, patching under sinks and DHW required. Zonal tests are between 25pa and 40pa

Level 3: Ceiling/ floor are deteriorated but can support fiberglass. Extensive air sealing and blocking prep work is required before insulation can be added.

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Belly Insulation will include the price to seal all ductwork) around plenums, transitions, boots, end caps, etc.) to prevent insulation from entering duct system. All registers should pressure pan to less than 1.0pa before insulation is installed. Price of insulation will include all patching necessary to the rodent barrier as well as the floor plane.

Rodent Barrier condition will be labeled A,B, C and D

Level A: Rodent barrier requires very little prep work. Zonal Pressure (House at 50pa WRT outside, floor cavity WRT house is 10pa or less)

Level B: Rodent barrier requires between 1 and 330 sq.ft of patching

Level C: Rodent Barrier requires between 330 and 660 sq.ft of patching

Level D: Rodent barrier requires between 660 and 1000 sq.ft. of patching

ATTIC	
Scope of Work	Sq. Ft. Estimate
Bring R- <u>0</u> to R- <u>38</u>	\$2.10
Bring R- <u>11</u> to R- <u>38</u>	\$1.19
FLOOR	
Scope of Work	Sq. Ft. Estimate
Bring R <u>0</u> to R <u>13</u>	\$1.03
Bring R <u>5</u> to R <u>13</u>	\$.95

Belly Patching	
Scope of Work	Sq. Ft. Estimate
Level A	\$1.02
Level B	\$1.32
Level C	\$1.58
Level D	\$1.74
Ceiling Repair	
Scope of Work	Sq. Ft. Estimate
Level 1	\$22.45
Level 2	\$25.08
Level 3	\$30.36

Scope of Work		
Additional Fee's		
Estimator on each job		\$35.00 per home
Trip Charge for homes greater than 25 miles away from office		\$125.00
Homes less than 1,000 square feet additional charge		\$125.00 per home

**Miscellaneous Low Cost
SPECIFICATIONS AND PRICING**

Contractor is responsible for leaving the job site clean and hauling away job debris. All materials must be UL Listed and approved

REPLACEMENT: Contractor must include permit fees (if applicable), labor, tax and materials to complete project.

MISC-LOW COST REPAIRS	
ITEM 1: SMOKE DETECTOR	
Battery powered Smoke Alarm	\$ 90.00
ITEM 2: CARBON MONOXIDE (CO)	
Battery powered CO Alarm	\$ 90.00
ITEM 3: Smoke/ CO Combo	
Battery powered Smoke/CO Combo Alarm	\$ 158.00
ITEM 4: CFL Bulbs	
Install CFL Light Bulb	\$ 5.00
ITEM 5: Air Filters	
1 case of 20x30 air filters (12 standard filters)	\$ 80.00
ITEM 6: Weather-strip (Weather-strip must be push in type or mechanically fastened No tape backed)	
	\$ 145.00
Install Weather-strip per door price	\$ 145.00
ITEM 7: Door Sweep	
Install Door Sweep per door price	\$ 86.00
ITEM 8: Paint Elbow	
Paint a/c Elbow with white Elastomeric paint	\$ 132.00

REPAIRS: Provide labor rate per hour for general repairs.

GENERAL REPAIRS	
Labor Rate Per Hour	\$ 70.00

On items 1-8 Materials will be reimbursed at actual cost with an allowance for handling cost of materials at a percentage of actual cost. Contractor will be required to submit the copy of the actual receipt with all reimbursement requests

Handling Cost <u>25</u> % of actual materials cost
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**FABRICATION AND INSTALLATION OF SOLAR SUN SCREENS
SPECIFICATIONS AND PRICING**

Estimate to measure, fabricate and install 80% solar sunscreens in accordance with federal energy efficiency standards. Complete installation must include all labor and materials to perform services. Provide four standard frame colors to ensure color compatibility of most houses. Screens must be fastened for quality fit, guaranteed not to fall off. Contractor will honor workmanship.

Contractor is responsible for leaving the job site clean and hauling away job debris.

Project commencement and completion must be accomplished within 14 days working days of notice to proceed.

Contractor must include permit fees (if applicable) labor, tax and materials to complete project.

Sun (solar) screens	
SQ. FT. ESTIMATE	ADDITIONAL CHARGES
\$ 5.00	\$35 Trip Charge/Measurement Fee

Mechanical Ventilation Scope SPECIFICATIONS AND PRICING

All ventilation to be installed in accordance with the Standard Work Specification required by DOE and can be found at <https://sws.nrel.gov> under Ventilation. Refer to Subtopics 6.6201 and sequential subtopics.

New exhaust fan can be installed in place of existing bath fan or laundry room fan if room is open to main body of house, using existing electrical service. Contractor to verify that circuit will not be compromised or overloaded. New Fan must be type that is adjustable speed and continuous with motion sensor or humidity sensor and a CFM range from 30 to 80 cfm. or 50 to 130 cfm. Noise level (Sones) must be less than 1. Fan must be ducted to outside with shortest possible length, must have functioning damper and duct should be hard duct, when possible, insulated and sealed with minimum length and bends. Fan speed adjustment will be made after final Blower Door cfm50 is established. Fan must be able to be turned off by home owner by a switch or circuit breaker that is labeled. Installed price to include complete ducting to outside, proper termination housing and functioning damper, and all labor, tax and materials.

Scope of Work- Ventilation	
ITEM 1: Mechanical Ventilation	Price
Install <u>ASHRAE</u> compliant mechanical ventilation as described above and in Arizona Weatherization State Plan 15-16 and www.sws.nrel.gov and www.waptac.gov	
30 to 80 cfm	\$680.00
50 to 130 cfm	\$860.00
New electrical run	\$230.00
ITEM 2: Ventilation	
Clean and Seal existing exhaust fan	\$90.00
ITEM 3: Ventilation	
Clean out dryer duct to ensure no blockage	\$90.00
ITEM 4: Ventilation	
Duct existing exhaust fan to outside	\$190.00
ITEM 5: Ventilation	
Install ducted kitchen exhaust fan/ range hood	\$650.00
ITEM 6: Ventilation	
Install ducted bathroom exhaust fan	\$238.00
ITEM 7: Ventilation	
Install Dryer vent termination box with flapper	\$198.00

WATER HEATERS SPECIFICATIONS AND PRICING

All new water heater installations and associated work are to be performed in accordance with the most recent local building codes. All work, when applicable, must comply with standards set forth in the Standard Work

Pictures of Water Heaters to be replaced must be submitted and pictures of the replacement item must also be submitted with billing.

Specifications required by DOE which can be found at <https://sws.nrel.gov> Under Baseloads Subtopic 7.8102 and sequential subtopics

Permits, when required, will be the responsibility of the Contractor to ensure that necessary permits have been secured prior to starting work. When a permit is required, proof of permit approval will be provided to Maricopa County long with final invoice in order to reimburse.

The Contractor shall be responsible for ensuring properly sized gas lines, combustion air, venting, pressure release valves, and proper electrical requirements. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

All gas flue systems shall have proper shielding and collars where penetrating ceiling and roof to provide clearance from combustibles per code.

All work to be done utilizing Lead Safe Work Practices when applicable including a designated Renovator to oversee set up, work in progress and cleanup and shall require the LSW forms to be filled out and signed and pictures provided showing the work is being done according to guidelines. (see Renovation Recordkeeping Checklist to be provided my Maricopa County)

Contractor is responsible for hauling away existing equipment and for properly disposing of existing equipment. Contractor must include permit fees, sales taxes, labor and materials to complete project.

ITEM 1: GAS WATER HEATER		Price
REPLACEMENT: Contractor must include labor, tax and materials to complete project.		
1.1	30 Gallon	\$1,135.00
1.2	40 Gallon	\$1,004.00
1.3	50 Gallon	\$1,023.00

ITEM 2: ELECTRIC WATER HEATER		Price
REPLACEMENT: Contractor must include labor, tax and materials to complete project.		
2.1	30 Gallon	\$1,030.00
2.2	40 Gallon	\$990.00
2.3	50 Gallon	\$1,016.00

ITEM 3: MANUFACTURED HOME WATER HEATER		Price
REPLACEMENT: Contractor must include labor, tax and materials to complete project.		

3.1	40 Gallon	\$1,314.00
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ITEM 4: HEAT PUMP WATER HEATER		Price
REPLACEMENT: Contractor must include labor, tax and materials to complete project.		
4.1	50 Gallon	\$2,475.00

ITEM 5: SEALED COMBUSTION WATER HEATER		Price
REPLACEMENT: Contractor must include labor, tax and materials to complete project.		
5.1	40 Gallon	\$2,350.00
Upper and lower combustion air		\$132.00
T & P Drain		\$99.00
Install exterior shed on pad		\$495.00
Flue system with appropriate collars for ceiling		\$132.00
Gas Flex line and shutoff valve		\$86.00
Water supply lines and ball valve		\$99.00
Rebuild floor for water heater placement		\$132.00
Permit fees		\$115.00
Scope of Work - Single Family Home Energy Audit		Price
Home energy audit pre, after duct sealing and test out after all work is completed. Total of 3. As defined in the AZ Weatherization State Plan PY15-16 including all required forms. Also at www.waptac.org WPN13-5		\$850.00
Scope of Work – Quality Control Inspection (QCI)		Price
QCI As defined in the AZ Weatherization State Plan PY15-16 including all required forms. (This inspection is for any project using DOE funds only)		\$650.00

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The service area is strictly defined as Maricopa County inclusive of all unincorporated areas, excluding the Cities of Phoenix and Mesa.

The objective of the Weatherization Service is to reduce energy costs for income-eligible households through increased home energy efficiency, while improving the health and safety of the dwelling's occupants.

The objective of the Utility Repair/Replacement Service is to provide assistance to dwelling occupants for the repair and/or replacement of utility-related appliances and heating and cooling systems.

The contractor shall ensure the provision of Weatherization Services and repair and/or replacement of utility-related appliances and heating and cooling systems under the terms of this agreement in coordination with federal, state, and local Weatherization and Appliance Repair/Replacement related services or energy conservation programs.

2.0 PROGRAM SCOPE OF WORK:

2.1 The Weatherization Assistance Program was established to help low-income families and individuals decrease their home energy costs and to be attentive to energy-related health and safety issues in the home.

2.2 The goal of the Weatherization Assistance Program is to reduce the energy burden of income-eligible households.

2.3 The Weatherization Assistance Program is not a crisis program. Applicants deemed eligible should receive services within 365 days of the application date. If services have not been provided by the 366th day, the applicant must re-apply for services.

2.4 The Weatherization Assistance Program has two levels of eligibility:

2.4.1 The Application Criteria: MCHSD evaluates each application, and determines, and authorizes fund source eligibility.

2.4.2 The Building Structure: Any home that is not structurally sound or does not meet the required state/county/city building codes may be deemed ineligible for services.

2.5 The goal of the Utility Repair/Replacement Service is to repair or replace utility-related appliances and heating and cooling systems for income-eligible households.

2.6 The Utility Repair/Replacement Program is a crisis program. The Contractor must make contact with the client as soon as possible after the notification from MCHSD.

2.7 Contractor will comply with all federal, state, and local regulations related to specific funding sources used. It will be the responsibility of the Contractor to follow the following regulations as applicable, which includes, but is not limited to:

2.7.1 Federal Low Income Home Energy Assistance Program (LIHEAP) regulation;

2.7.2 Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981 (pub. 97-35) Title 45, Code of Federal Regulations, Parts 74 and 96 Restrictions on Lobbying (31USC 1352 et. Seq.) and 26 CFR, Parts 1, 7, 10, 25, 53, 56, and 602;

- 2.7.3 State Utility, Repair, Replacement and Deposit Assistance State Law, ARS §46-731;
 - 2.7.4 Department of Energy Weatherization Assistance Program for Low-Income Persons, 10 CFR part 440, Final Rule, February 1, 2002;
 - 2.7.5 Maricopa County Client Confidentiality Rules;
 - 2.7.6 Arizona Public Service Energy Wise Program Guidelines;
 - 2.7.7 Salt River Project Weatherization Program Guidelines;
 - 2.7.8 Southwest Gas Weatherization Program Guidelines;
 - 2.7.9 All work must meet the U.S. Department of Energy's Standard Work Specifications (SWS) and DOE funded projects must be inspected by a Certified Quality Control Inspector (QCI). If the standards are not met, it will be the responsibility of the contractor to fix, update, or redo the work until it meets the requirements. It is imperative that potential bidders review and understand the Standard Work Specifications online at <https://sws.nrel.gov/> ;
 - 2.7.10 All DOE Weatherization jobs funded by the U.S. Department of Energy must have a QCI inspector. This person is the individual who is responsible for ensuring that the level of quality outlined within the SWS is in fact making its way into the homes. This inspector shall not complete any work on the home. See specification in the State of Arizona Weatherization Assistance Program State Plan;
 - 2.7.11 AZ State Weatherization Field guide <https://www.swbstc.org/az-field-guide/> and www.waptac.org WPN 15.4;
 - 2.7.12 State of Arizona Weatherization Assistance Program State Plan <http://www.hsd.maricopa.gov/Divisions/Community-Development/Plans-Reports.aspx>;
 - 2.7.13 All WAP memorandums and Weatherization Program Notices (WPN) located at www.waptac.org;
 - 2.7.14 All Contractor and staff of sub-contractors who have direct contact with the resident in their homes must pass a Level One background check and receive a Level One fingerprint clearance card from Arizona Department of Public Safety. A copy for each staff that that is anticipated to have direct contact with any residents through this agreement must be submitted to Maricopa County within 60 days of service contract award.
- 2.8 Contractor must follow and be familiar with and operate by the guidelines set forth by the Occupational Safety and Health Administration (OSHA).
- 2.9 Additional information regarding the Weatherization Assistance Program can be found on the following website: U.S. Department of Energy (DOE): www.energy.gov.

3.0 WORK ORDER PROCESS:

- 3.1 MCHSD sends to the Contractor, on a daily basis, Work Order(s) with fund source eligibility and priority level.
- 3.2 Contractor will perform a site visit of the property listed on the Work Order, and conduct an energy audit.

- 3.3 With the results of the energy audit, Contractor will write Scope of Work (SOW), which must include a cost estimate and funding distribution.
- 3.4 Contractor will transmit SOW to MCHSD.
- 3.5 SOW must be created utilizing the DOE and Arizona Weatherization Assistance Program approved priority list (<http://www.hsd.maricopa.gov/Divisions/Community-Development/Plans-Reports.aspx> Zone 2) or a house energy modeling program called *REM/Design* v14.6
- 3.6 MCHSD will transmit an electronic authorization to the Contractor for work to be performed.
- 3.7 Contractor will ensure all work is completed per the Work Order and Scope of Work.
- 3.8 Contractor will be responsible for the final post-test audit and a Quality Control Inspection (QCI) and submit the final report to MCHSD.
- 3.9 Contractor will be responsible for entering technical and financial data into the existing designated MCHSD online data base.
- 3.10 Contractor will submit to MCHSD all final invoices/requests for payment with all required back-up documentation by the 5th business day of the following month (excluding State or County observed holidays).
- 3.11 MCHSD will review documentation and reimburse Contractor for allowable expenditures.

4.0 MCHSD OFFERED SERVICES:

- 4.1 MCHSD may provide the following to the successful proposer:
 - 4.1.1 Weatherization Training within the contract period, prior approval must be authorized by MCHSD
 - 4.1.2 Weatherization Technical Assistance regarding measures
 - 4.1.3 Weatherization Monitoring to include client, financials, and other documents as needed
 - 4.1.4 Weatherization Reports and forms will be provided to the successful proposer at the beginning of the contract and required to be submitted to MCHSD at the close of every weatherization job. All reports, forms and correspondence must be submitted to the Weatherization Administrator.

EXHIBIT C

CONTRACTOR'S BACKGROUND INFORMATION

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Agency Name and Contract License # FSL Home Improvements, ROC106809	RFP Number: 16083-RFP
Mailing Address 1201 E. Thomas Road Phoenix, AZ 85014	
Chief Executive Officer Tom Egan	Email Address of CEO ainiguez@fsl.org
Contact Person, if different Katie Martin	Email Address of Contact Person kmartin@fsl.org
Contact Phone 602-285-0505 ext. 543	Contact Fax 602-297-1857
Is your organization qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please describe:	

1.	<p>Provide a brief description that includes: mission, vision and goals, agency's history, and programs. Describe the agency's experience and current capability to provide Weatherization and Utility Repair and Replacement services. Include number of years providing the proposed services and the number of years providing these services in the proposed service area.</p> <p>FSL Home Improvements is an affiliate corporation of the Foundation for Senior Living a private, non-profit organization established in 1974. The mission of the organization is "to provide exceptional services, education and advocacy in order to preserve independence and enhance the quality of life for all seniors, adults with disabilities and their caregivers". The FSL Home Improvements division provides programs and services dedicated to increasing a person's options for living safely and independently in their home. To do this, FSL Home Improvements provides emergency repairs, minor repairs, major repairs and renovations and Weatherization (energy conservation) services to low income eligible households throughout Maricopa County. The parent corporation, the Foundation for Senior Living, provides a wide array of services, which promote personal independence and protect vulnerable adults from costly and inappropriate institutionalization. These services include: adult day health care, home health, homemaker services, personal and live-in care, home safety and repair, residential apartments, senior centers, social services, assisted group living and adult foster care.</p> <p>For the past 20 years FSL Home Improvements has provided weatherization and utility repair and replacement services to thousands of low income households throughout Maricopa County. The organization has successfully performed thousands of energy audits and weatherization/URRD activities to help low income households reduce hundreds of thousands of dollars in utility costs. FSL Home Improvements employs seasoned internal Weatherization Auditors/Technicians that are BPI Certified and the agency also subcontracts services as needed through. The organization holds a general building contractor's license, a residential and HVAC license. Using internal auditors and experienced contractors, FSL has the capacity to ramp up or down to meet Maricopa County's demand.</p> <p>FSL Home Improvements and its seasoned staff have been recognized by the U.S. Department of Energy for outstanding performance in the weatherization industry. In addition, the organization operates one of 12 leading weatherization and energy efficiency training facility in the United States recognized by both the U. S. Department of Energy and the Arizona Energy Office.</p>
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2.	Number of agency employees that provide and/or support the proposed services: <u>7</u>		
3.	Has your agency held any grants and/or contracts with Maricopa County during the previous three years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please describe: FSL Home Improvements has been providing Weatherization services to Maricopa County Human Services Department (MCHSD) for 20 years. Since 2012 FSL has been under contract with MCHSD to provide Rehabilitation services through the Maricopa County Home Improvements Program (MCHIP) utilizing HOME, CDBG and HOSDV funding. Through the Rehabilitation program we complete inspections, create scopes of work, procure contractors and oversee construction.		
4.	Does your agency have the following:		
	Yes	No	Date of Last revision
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	July 2012
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	December 2014
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	December 2014
5.	Does your agency have an internal budget development and approval process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, attach a detailed description. See pages to follow.		
6.	Does your agency track ongoing financial status against approved budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
7.	List date of most recent financial audit and accounting firm.		
	Name: Eide Bailly	Date:	December 2014
8.	Has agency, within the last three years, had audit exceptions or questioned costs arise from audits? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please attach a detailed description including how exceptions/ questioned costs were resolved. We had our audit FYE6.30.15 which is in the review and draft stage and believe most if not all items were resolved. See pages to follow		
9.	Has agency within the last three years defaulted on or had a government contract or grant canceled, suspended or terminated for other than successful completion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes attach a detailed description.		
10.	Is agency currently in good standing with the Arizona Corporation Commission? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, submit a detailed description.		
11.	Has corporate status ever been denied, revoked or suspended? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain.		
12.	Are there any suits, judgments, tax deficiencies, or other claims pending or in process which have occurred against your agency within the last three years. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, attach explanation.		
13.	If awarded a contract, does your agency have sufficient funds to meet obligations while awaiting reimbursement from Maricopa County, Human Services Department, Community Development Division? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

EXHIBIT D

ACCOUNTING SYSTEM CERTIFICATION

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

<p>6. The entity has procedures which allow for comparison of actual outlays with budget amounts for each contract revenue source.</p>	<p>X</p>	
<p>7. The entity has a capitalization policy that is in compliance with program/contract requirements.</p>	<p>X</p>	
<p>8. The entity conducts physical inventories of all equipment on a monthly, quarterly, or annual basis.</p>	<p>X</p>	
<p>9. The entity ensures that all contract funded equipment's are being used for the program activities for which they were purchased.</p>	<p>X</p>	
<p>10. The entity has a current audited financial statement and /or a 2CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.</p>	<p>X</p>	
<p>11. The entity has the required written authorizations for each employee as follows: a) employees added to the payroll; b) changes in rate of pay; c) employees taken off the payroll; d) payroll deductions; e) accounting distributions set up of employee payroll costs; f) payroll time sheet reports prior to paying employee.</p>	<p>X</p>	

EXHIBIT E

AGREEMENT

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

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

Small Business Enterprise (SBE)

FSL Home Improvements
RESPONDENT (FIRM) SUBMITTING PROPOSAL

38-3649930/018440917
FEDERAL TAX ID NUMBER /DUNS #

Tom Egan
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

1201 E. Thomas Rd
ADDRESS

602.285.1800/
TELEPHONE FAX #

Phoenix, AZ 85014
CITY STATE ZIP

1/25/2016
DATE

www.fsl.org www.fslhomeimprovements.org
WEB SITE

kmartin@fsl.org
EMAIL ADDRESS

EXHIBIT F

STAFF EXPERIENCE PAGE

Proposer's Name: FSL Home Improvements General Contract License # 106809

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

You may duplicate document as needed.

Staff Name / Title	Years of Experience	Summary of Experience Duties and Responsibilities
<u>ADMINISTRATIVE EMPLOYEES:</u>		
1. Shaun Smiley Scott	6	Shaun is a Program Coordinator for FSL's Weatherization Department. She is responsible scheduling, coding, billing and reporting.
2. Vinny Pedalino	18	Vinny is the Weatherization Program Manager and holds the HVAC license through the Arizona Registrar of Contractors for FSL. Vinny Supervises the Weatherization staff, completes REM Designs and oversees daily activities for the program. He has worked for FSL for 18 years specifically in the Weatherization program.
3. Katie Martin	15	Katie is the Program Director for FSL Home Improvements overseeing daily activities, budget management and contractual compliance.
4. Joe Barbieri	40	Joe holds the General Contracting license for FSL through the Arizona Registrar of Contractors.
5.		
<u>DIRECT SERVICE EMPLOYEES:</u>		

1. Mario Flores	15	Mario Flores is the Crew Forman for our current Weatherization programs. He is available to handle customer service to the clients and contractors. He assists with scope writing and can complete energy audits when there is overflow. Mario has a current BPI certification.
2. Robert Rosales	4	Robert holds both BPI and QCI certifications through the Building Performance Institute. Robert has been performing energy audits for the past 4 years and inspects contractors work on a daily basis.
3. Daniel Lander	16	As FSL's Quality Assurance Coordinator he holds both BPI and QCI Certifications through the Building Performance Institute. He performs pre and post energy audits, quality control inspections for DOE projects and can complete many of the allowable WAP measures in house.
4. Brandon Goetz	2	Brandon has 2 years' experience performing energy audits. He is able to perform audits and complete many of the allowable WAP measures in house.
5.		
6.		
7.		
8.		

EXHIBIT G

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FSL Home Improvements
Organization

Tom Eg
Authorized Signature

President
Title

3/11/2016
Date

EXHIBIT G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier ____, if known: Congressional District, if known:	5. If reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, Mi):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, Mi):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply):	
12. Amount of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s) employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		

not applicable N/A

EXHIBIT G

15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No:</p>
	<p>Federal Use Only:</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

EXHIBIT G

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.)
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response., including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.</p>
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EXHIBIT G

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

CONTINUATION SHEET

n/a

EXHIBIT G

LOBBYING PACKET

*Public Law 101-121 (31 U.S.C. 1352)
For Reference see Federal Register, dated 2/26/90, Vol. 55, No 18*

Dear Respondent, Contractor, Subcontractor,

Please review the attached forms and respond as appropriate.

Attachment I

In order to enter into an agreement with the Maricopa County Human Services Department for the provision of Award services or to amend a current agreement you are required to sign the Certification Regarding Lobbying. Please submit it to this sender with your Proposal, Contract, or Amendment.

Attachment II

If paragraph 2 of Attachment I applies, then complete this Disclosure of Lobbying Activities form and submit it with the certification.

Instructions

There is a distinction between lobbying and advocacy. As long as "advocacy" does not involve influencing the obtaining of a specific grant or contract, but is merely advocacy for the general benefit of the target population served, it is not lobbying and there may be no need for certification or disclosure. Each case must be reviewed individually by the recipient as the recipient is responsible for compliance and sanctions.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of information contained in any disclosure form previously filed.

EXHIBIT H**CERTIFICATION REGARDING DEBARMENT****Instruction for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read instructions which are an integral part of the certification)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tom Egan, President
Name and Title of Authorized Representative

Tom Egan
Signature

3/11/2016
Date

FSL HOME IMPROVEMENTS, INC., 1201 EAST THOMAS ROAD, PHOENIX, AZ 85014

PRICING SHEET: NIGP CODE 96189

Terms:	NET 30
Vendor Number:	2011004400 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2017.