



CITY OF AVONDALE

Neighborhood & Family Services Department
995 E Riley Dr, Avondale, AZ 85323

Phone: 623-333-2700

REQUEST FOR QUOTATIONS

For

Housing Rehabilitation Services

NFS 25-XXX-XX

Due Date: All quotes due by _____, 1:00 PM.

Mandatory Prospective Contractors' Site Walk-Through: _____ at 8:00 A.M.

Section I – Introduction

The City of Avondale (the "City") Neighborhood and Family Services Department is seeking quotations from contractors on the Pre-qualified Contractor's List to provide all material and labor required in accordance with the Specifications, attached hereto as Exhibit A and incorporated herein by reference (the "Project"). Contractors must submit take into consideration the entire Project, inclusive of the related Plans and/or Construction Drawings. Contractors selected pursuant to this process will be required to repair or rehabilitate the property in accordance with (i) the Specifications developed by the City, attached hereto as Exhibit A and (ii) applicable laws, City codes and ordinances, and other requirements, including but not limited to, Energy Star, International Energy Conservation Code (IECC, 2009 edition or better), HUD Housing Quality Standards and the Maricopa HOME Consortium Housing Rehabilitation Standards, as referenced in the Professional Services Agreement.

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

Section II - Property Location

The location of work for this quotation is:

Avondale, AZ 85323

Section III – Pricing

All work shall be performed at the unit prices as set forth in the Specifications, attached hereto as Exhibit A. Quotation prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the pricing section of the Specifications, attached hereto as Exhibit A, shall result in a determination that a Quotation is non-responsive.**

Section IV – Instructions and Conditions:

1. Irregular/Non-responsive Quotations. The City will consider as “irregular” or “non-responsive” and reject any Quotation lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized conditions, limitations or provisions shall be cause for rejection. Quotations may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:
 - a. Contractor does not meet the minimum required skill, experience or requirements to perform or provide the services necessary to complete the Project.
 - b. Contractor has a past record of failing to fully perform or fulfill contractual obligations.
 - c. Contractor cannot demonstrate financial stability.
 - d. Contractor’s Quotation contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Quotation.
2. Specification Minimums. Contractors are reminded that the Specifications stated in this Request for Quotations are the minimum levels required and that Quotations submitted must be for services and/or products that meet or exceed the minimum level of all features specifically listed in this Request for Quotations. Quotations offering less than the minimum specified are not responsive and should not be submitted. It shall be the contractor’s responsibility to carefully examine each item listed in the Specifications.
3. Approval of Substitutions; Use of Equals. The materials, products, and equipment described in this Request for Quotations establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. When the Specifications for materials, articles, products and equipment include the phrase “or equal,” the contractor may submit a Quotation upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City will have the final approval of all materials, articles, products and equipment proposed to be used as an “equal.” No substitute or “equal” will be considered unless a written request has been received by the City or its representative at least two City working days (Monday through Thursday, excluding holidays) prior to the due date listed above. Each such request shall include the name of the material or equipment for which it is to be substituted or is sought to be considered an equal and a complete description of the proposed substitute or equal,

including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute or an equal is approved, the approval shall be by written addendum to the Request for Quotations. Contractors shall not rely upon approvals made in any other manner. No such "substitute" or "equal" shall be purchased or installed without prior written approval from the City.

4. Proposal Quantities. The quantities of the various classes of work to be done and the material to be furnished, which have been estimated as stated in this Request for Quotations, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Quotations presented for the work on the Project. The selected contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (a) invalidate this Request for Quotations, or the whole or any part of the work in accordance herewith and for the prices herein agreed upon and fixed therefore, (b) excuse a contractor from any of the obligations or liabilities hereunder or (c) entitle a contractor to any damage or compensation except as may be provided in the Professional Services Agreement.
5. Mandatory Pre-Bid Walk-Through. A Mandatory Prospective Contractors' Site Walk-Through shall be held at the date and time indicated above. Prospective contractors must arrive at the scheduled time and sign in with the City Representative in order to be eligible to submit a Quotation for the Project. Quotations shall not be accepted from contractors who do not attend the Mandatory Prospective Contractors' Site Walk-Through or from those that arrive more than five minutes after the scheduled time. The purpose of the Pre-Bid Walk-Through will be to clarify the contents of the Request for Quotations in order to prevent any misunderstanding of the City's requirements. A City Representative will be present to answer questions. Any doubt as to the requirements of this Request for Quotations or any apparent omission or discrepancy should be presented to the City at the Mandatory Pre-Bid Walk-Through. The City will then determine if any action is necessary and may issue a written addendum to the Request for Quotations. Oral statements or instructions will not constitute an amendment or addendum to the Request for Quotations.
6. New Materials. All material to be utilized by the contractor and included in the Quotation shall be new, unless otherwise stated in the Specifications.
7. Signed Quotations. All quotations must be signed with the firm name and by an officer or employee who is authorized to bind the firm.
8. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the contractor to determine any applicable State tax rates and calculate the Quotation accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Quotation is non-responsive. The contractor shall not rely on, and shall independently verify, any tax information provided by the City.
9. Federal Funding. It is the responsibility of the contractor to verify and comply with federal

requirements that may apply to the work (the "Federal Requirements") as set forth in the Professional Services Agreement. It is also the responsibility of the contractor to incorporate any necessary amounts in the Quotation to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

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

- e. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the CDBG Rehabilitation Agreement.
- f. No Signature/False or Misleading Statement. The signature on the Quotation is genuine and the person signing has the authority to bind the contractor. Failure to sign the Quotation, or signing it with a false or misleading statement, shall void the submitted Quotation and any resulting CDBG Rehabilitation Agreement.

13. Award of Contract.

- a. Evaluation. The evaluation of this Quotation may be based on, but not limited to, the following: (1) compliance with Specifications, (2) price, including alternates, if any, (3) contractor qualifications to perform the work, and (4) the number of projects being bid at the same time. The City observes the right to consider a combined award based on the totals of more than one bid that may be bidding at or around the same time.
- b. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this Request for Quotations, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Quotations or portions thereof and (3) reissue a Request for Quotations.
- c. Offer. The Contractors may submit quotations for select projects. The submission must be on time and in accordance with the terms, conditions and Specifications contained in the Professional Services Agreement, this Request for Quotations and the contractor's responsive Quotation, unless any of the terms, conditions, or Specifications are modified by a written addendum or the Professional Services Agreement amendment. Quotations shall be valid and irrevocable for 60 days after the due date listed above. In the event of any inconsistency, conflict, or ambiguity among the terms of the Professional Services Agreement, this Request for Quotations and the contractor's Quotation, the documents shall govern in the order listed herein. Award shall be made to the responsive, lowest, and responsible bidder submitting the quotation and conforms to all material aspects to the Request for Quotation. The City will issue a purchase order prior to the project.
- d. Protests. Any contractor may protest this Request for Quotations issued by the City, the proposed award of agreement, or the actual award of an agreement. All protests will be considered in accordance with the City Procurement Code.

14. Addenda. It shall be the contractor's responsibility to check for addenda issued to this Request for Quotations. Any addenda issued by the City with respect to this Request for Quotations will be e-mailed to all contractors on the Pre-Qualified Contractor List.

15. Address. Please submit the Quotation to the address or e-mail address on the first page of this Request for Quotations.

If you need additional information or have questions, please contact _____
by email at _____

The undersigned (the "Bidder") hereby offers this Quote as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Request for Quotations ("RFQ"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Signature: _____ Date: _____
Printed Name: _____ Title: _____
Company Name: _____ Contract Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____ Telephone No. _____