Arizona Department of Environmental Quality

REQUEST FOR QUOTATION - FAX ON DEMAND

RFQ Number: EV06-0101

Quotation Shall be Due: February 17, 2006 at 3:00 PM Local Arizona Time

Quotations may be submitted by facsimile. Facsimile No.: (602) 771-4439

SUPPLIER NOTICE
THIS IS NOT A PURCHASE ORDER

In accordance with ARS Title 41, Chapter 23, AAC R2-7-336, quotations for the materials or services specified will be received by the Arizona Department of Environmental Quality, at the below specified location, until the time and date cited above. The Scope of Work and Terms and Conditions of this document should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, F.O.B. Destination, to include all delivery charges, but exclude applicable taxes. Offers should be faxed to (602) 771-4439.

Offers may be mailed or delivered to the below-cited address. Offers must be in the actual possession of the Arizona Department of Environmental Quality on or prior to the time and date cited above, and at the location indicated below. **Late offers shall not be considered**. Offeror's shall deliver or mail their Offer in a sealed envelope or package with the RFQ number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Any additional instructions for preparing an offer are included in this RFQ.

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street, Mail Code: 6415A-4
Phoenix, AZ 85007-2935

The Arizona Department of Environmental Quality is an equal employment opportunity agency

Small Business and Minority/Woman Owned Enterprise Certification (MBE/WBE)

In Accordance With A.R.S. § 41-2535, This Procurement Is Restricted To Small Businesses. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than $4 million in its last fiscal year.

Small business certification: Supplier is___ /is not ___ a small business (less than 100 employees or has gross revenues of $4 million or less)
Minority/Woman Owned Enterprise Certification (MBE/WBE): Supplier is ___ / is not ___ a Minority Business Enterprise or Woman Business.

The Arizona Department of Environmental Quality (ADEQ) is soliciting quotations to establish a firm fixed price contract to provide Mine Safety Training Services.

THIS SECTION MUST BE COMPLETED BY SUPPLIER

Arizona Transaction (Sales) Privilege
Tax License No.: _____
Sales Tax Percentage Rate: _____ %
Federal Employer Identification No.:
_____ - _____ - _____

Company Name

Address

City State Zip Code

For clarification of this RFQ:
Name: _____
Phone: _____
Fax: _____

Signature of Person Authorized to Sign Offer

Printed Name

SCOPE OF WORK

1. Background: The Arizona Department of Environmental Quality conducts a program that provides safety training for personnel to qualify as field inspectors, or for those who are presently field inspectors and are potentially exposed to chemical and biological (i.e. viral and bacterial hazards) in the form of solid wastes, and/or waterborne and airborne environments.

2. Basic Requirements:

2.1. The Contractor shall perform training courses and related services in a professional environment for the Arizona Department of Environmental Quality (hereinafter referred to as ADEQ). It is anticipated that class sizes will not be less than seven nor more than 25 people. Any change in minimum or maximum class sizes will be negotiated as needed. **On occasion, employees who were scheduled to attend class may not be able to attend. ADEQ will only be charged for employees who attend class.**

Safety training shall be customized to meet ADEQ requirements and the curriculum shall be approved by the ADEQ Safety Officer.

2.2. The Contractor shall furnish the certified/qualified personnel necessary to provide safety training as well as the additional related services and inspections in accordance with the Scope of Work set forth herein.

2.3. The Contractor shall be authorized to issue the U.S. Department of Labor, MSHA Certificate of Training (MSHA Form 5000-23) as required under Public Law 91-173 as amended by Public Law 95-164.

2.4 Department of Labor, Mine Safety and Health Administration (MSHA) 30CFR

Certain ADEQ employees may require training in accordance with Department of Labor, Mine Safety and Health Administration (MSHA) 30CFR.

3. The following training is required:

3.1. New Experienced Miner - Eight Hour: The course curriculum must comply with MSHA 30CFR requirements for certification. When feasible ADEQ will require the Contractor to customize the curriculum to emphasize certain topics to ensure ADEQ employees are provided with information that is related to their special safety requirements.

3.2. MSHA Annual Refresher - Eight Hour: The course curriculum must comply with MSHA 30CFR requirements for certification. When feasible ADEQ will require the Contractor to customize the curriculum to emphasize certain topics to ensure ADEQ employees are provided with information that is related to their special safety requirements.

3.3. MSHA New Experienced Surface Miner - 16 Hour: The course curriculum must comply with MSHA 30CFR requirements for certification. When feasible ADEQ will require the Contractor to customize the curriculum to emphasize certain topics to ensure ADEQ employees are provided with information that is related to their special safety requirements.

3.4. The Contractor must be authorized to issue the U.S. Department of Labor, MSHA Certificate of Training (MSHA Form 5000-23) as required under Public Law 91-173 as amended by Public Law 95-164.

3.5. Upon successful completion of the course, the participant shall receive, but not be limited to:

3.5.1. Course manual (material shall be provided in a three ring binder or equivalent GBC); and

3.5.2. Certificate of Completion will be the MSHA certificate of training form 5000-23.

4. Classroom materials and presentation tools shall meet the requirements of the ADEQ Safety Officer. These will generally be standard industry acceptable classroom materials and presentation tools.

5. Contractor shall provide "instructor" tools including but not limited to: A/V equipment and overhead equipment, TV etc.

6. Training shall be conducted at ADEQ's main facility.

SPECIAL TERMS AND CONDITIONS
AND
SPECIAL INSTRUCTIONS TO OFFERORS

1. Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) (SPO form 201) and Uniform Terms and Conditions (Rev 7) (SPO form 202) and are incorporated into this RFQ as if fully set forth herein. ADEQ encourages Offerors to obtain these documents. Offerors may obtain copies by any of the following means:

1.1. Visit the Arizona State Procurement Office (SPO) web site at: http://www.azspo.az.gov/PoliciesDocuments/index.htm .

1.2. Faxing a request to ADEQ Procurement, Solicitation Coordinator at (602) 771-4439,

1.3. Mailing a request to ADEQ Procurement, Solicitation Coordinator 1110 W. Washington St. Phoenix, Arizona, 85007, or

1.4. Picking up a copy at ADEQ Procurement, 1110 W Washington St. Phoenix, Arizona, 85007.

2. Contract Type: Firm fixed price.

3. Contract Term: The term of any resultant contract shall commence on the date of award and shall continue for a period of one year thereafter, unless terminated, canceled or extended as otherwise provided herein.

4. Contract Extension: The Contract shall not bind nor purport ADEQ of any contractual commitment in excess of the original Contract Term. ADEQ shall have the right, at its sole option to extend the Contract for supplemental periods. Not to exceed a total Contract term of five years. If the Contract is renewed, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price.

5. Price Adjustment: ADEQ may review a fully documented request for a price increase before the time of a Contract extension. ADEQ shall determine whether the requested price increase or an alternate option is in the best interests of ADEQ. A fully documented request shall be sent to the Contract Officer 60 days before the requested effective date of the price increase. Price increase requests will only be considered for factors the Contractor was not aware of at the time of Offer submission, for instance increases in the costs of health insurance, cost of living, etc. The price increase adjustment, if approved, will be effective after the date of the price increase.

   The price increase adjustment, if approved, will be effective upon the first day of the month following approval.

6. Price Reduction: A price reduction adjustment may be offered at any time during the term of a Contract and shall become effective upon notice.

7. Pricing: Pricing shall be submitted on an all inclusive basis and shall contain labor rates, labor benefits, payroll burden, insurance, Workman's compensation, fees, all taxes, profit, overhead and all other related cost factors to include delivery (if applicable). All prices must be shown on Attachment I Price Sheet, which must be completed and returned with the offer. ADEQ will not reimburse any item other than the all inclusive price(s) contained in Attachment I Price Sheet.

8. Billing: The contractor shall submit all invoices to ADEQ, Attn: Accounts Payable, 1110 West Washington Street, Phoenix, Arizona 85007-2935. Invoices shall identify the quantity and type of the commodity/service provided. In addition, the invoice shall include the date of services, contract number and purchase order number.

9. Exceptions: Exceptions submitted with an Offeror's proposal shall be considered null, void and without force and shall not be considered.

10. Terms and Conditions: All terms and conditions of this RFQ are included. An Offeror's preprinted or standard terms will not be considered by ADEQ as a part of any resulting contract.

11. Changes: ADEQ reserves the right to add or delete materials and make other changes within the general specifications as may be deemed necessary to best serve the interests of the state. In the event that additional services are needed, they shall be documented by formal amendment to the contract.

12. Non-Exclusive Contract: ADEQ has the right to procure the services listed herein from contractors other than those awarded pursuant to this RFQ when necessary to meet the requirements of ADEQ.

13. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

14. Estimated Usage: Any contract resulting from this RFQ shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting contract.

15. Indemnification Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

16. Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

16.1. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

16.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

· General Aggregate	$2,000,000
· Products – Completed Operations Aggregate	$1,000,000
· Personal and Advertising Injury	$1,000,000
· Blanket Contractual Liability – Written and Oral	$1,000,000
· Fire Legal Liability	$ 50,000
· Each Occurrence	$1,000,000

16.1.1.1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

16.1.1.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.1.2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

16.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

16.1.3.1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.1.3.2. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

16.2. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

16.2.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

16.2.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

16.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

16.3. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

16.4. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

16.5. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department (Representative's Name and Address). The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

16.6. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

16.7. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

17. Federal Immigration and Nationality Act: The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, cancellation of the contract and suspension and/or debarment of the contractor.

18. Disadvantaged Business Requirements: The U.S. Environmental Protection Agency mandates Contracts funded by federal money include requirements relating to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). The requirements are listed in Attachment V of this proposal and the Contractor shall comply with these terms after Contract award. The ethnic and gender composition of an Offeror's firm, as well as that of any proposed Subcontractor(s), shall not be considered in the evaluation process.

19. Performance: Although there is no guarantee of the amount of work to be performed, ADEQ expects the selected contractor to be available immediately after award.

20. Key Personnel: It is essential that the Contractor is capable of providing an adequate staff of experienced qualified personnel, capable of providing the services to be performed under this Contract. The Contractor shall assign specific individuals as the Key Personnel intended to provide services under this Contract. Key Personnel shall not be removed or replaced without the advance written approval of ADEQ. Should advance written approval be impossible due to circumstances beyond the Contractor's control, written notice shall be provided within two business days. The Contractor shall provide to ADEQ the same information as required in the Special Instructions to Offerors, "Expertise and Reliability of Offeror's Key Personnel", for replacement of Key Personnel. If the Contractor replaces Key Personnel, it shall be with personnel of substantially equal ability and qualifications and shall not affect the commitment to meet all schedules and deliverables. The Contractor shall bear all transitional expenses incurred due to replacement of a Key Personnel. Transitional expenses shall include all costs of the preparation of replacements for Key Personnel, such that replacements are to be prepared to productively continue from the point where replaced Key Personnel finished.

21. Subcontractor: Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to ADEQ for its approval prior to Contractor entering into same. Upon termination of any subcontract, ADEQ shall be notified within one business day.

    Each subcontract to which ADEQ has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the ADEQ.

22. Inclusive Offeror:

    Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

23. Lobbying: Contractor shall not engage in lobbying activities, as defined in 40 CFR pt. 34 and ARS 41-1231 et. seq., using monies awarded under a contract. Upon award of contract, contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under a contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all contracts with subcontractors.

24. Federal Immigration and Nationality Act: By submission of the offer, the offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

25. Price Sheet: Attachment 1 must be filled out in its entirety.

26. Evaluation Criteria: The contract shall be awarded to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation. Contract shall be evaluated and awarded on an "All or None" basis.

27. Amendment of Solicitation: Receipt of an amendment must be acknowledged by signing and returning the document, with an original signature, to the Department, when submitting an offer or prior to RFQ due date and time.

28. Subcontractors: Offerors who intend to subcontractor any portion of the contract must identify the proposed subcontractor in their offer.

29. Offshore Performance of Work Prohibited:
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

30. References: Provide a minimum of three current or recent references to include point of contact, phone number, type of services provided and date of Contract initiation. References should be verifiable and should comment on the Offerors's related experience.

31. Questions: All questions regarding this RFQ, including specifications, bid process, evaluation, etc., shall be directed to Lyndal Lowry at (602) 771-4730.

ATTACHMENT 1
PRICING SCHEDULE

Offeror proposes to furnish all items as stated in the Scope of Work and in strict conformity with the Request for Quote for the following all inclusive prices.

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE
1.	Department of Labor, Mine Safety and Health Administration (MSHA) 30 CFR			
1.1.	MSHA New Experienced Miner – Eight Hour	1	Person	$_____
1.2.	MSHA Annual Refresher - Eight Hour	1	Person	$_____
1.3.	MSHA New Experienced Surface Miner - 16 Hour	1	Person	$_____
			TOTAL:	$_____

REFERENCES
ATTACHMENT 2

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR PERSONS OR ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES RELATED TO MINE SAFETY TRAINING. REFERENCES WILL BE CHECKED, SO PLEASE MAKE SURE ALL INFORMATION IS ACCURATE AND CURRENT.

1. ORGANIZATION: _____

ADDRESS: _____

CITY/ZIP CODE _____

CONTACT: _____

TELEPHONE NUMBER: _____

OFFEROR'S KEY PERSONNEL (FOR THIS RFP) WHO WORKED ON THIS REFERENCED

PROJECT: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

2. ORGANIZATION: _____

ADDRESS: _____

CITY/ZIP CODE _____

CONTACT: _____

TELEPHONE NUMBER: _____

OFFEROR'S KEY PERSONNEL (FOR THIS RFP) WHO WORKED ON THIS REFERENCED

PROJECT: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

3. ORGANIZATION: _____

ADDRESS: _____

CITY/ZIP CODE _____

CONTACT: _____

TELEPHONE NUMBER: _____

OFFEROR'S KEY PERSONNEL (FOR THIS RFP) WHO WORKED ON THIS REFERENCED

PROJECT: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

STATE OF ARIZONA
Department of Environmental Quality

REQUEST FOR PROPOSAL

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007-2935
Phone No.: (602) 771-4774

DISADVANTAGED BUSINESS REQUIREMENTS

It is United States Environmental Protection Agency (EPA) policy that recipients of EPA financial assistance award a fair share of contracts/procurements to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). Because each is a separate entity, the objective is to assure that each of these three business entities is given the opportunity to participate in the procurement process.

1. Fair Share Goals:

The United States Environmental Protection Agency, after negotiation with the State of Arizona, has established the Fair Share Goals given below for the percentage of federal monies to be spent in procurements from MBEs and WBEs. No Fair Share Goals have been established for SBEs.

	Construction	Equipment	Services	Supplies
MBE	8%	9%	14%	11%
WBE	10%	12%	19%	15%

2. Six Affirmative Steps:

If Contractors propose to use subcontractors to perform work under the Contract, Contractors are required to use the Six Affirmative Steps listed below in recruiting subcontractors.

a. Include qualified SBEs, MBEs, and WBEs on solicitation lists;
b. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
c. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs;
d. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce, as appropriate; and
f. Require subcontractors to take the affirmative steps in paragraphs (1) through (5).

EPA's experience is that prime contractors have been and should be able to meet fair share objectives through effective race/gender neutral outreach and recruitment of MBEs, and EPA's primary emphasis will continue to be to expand MBE/WBE participation primarily through race/gender neutral methods such as the Six Affirmative Steps.

ADEQ or EPA may require contractors that do not meet applicable Fair Share Goals in their subcontract procurements to document efforts made to implement the Six Affirmative Steps.

The Minority Business Development Agency (MBDA) and the Small Business Administration (SBA) both have Internet websites that provide lists of MBE/WBE/SBE businesses and/or methods of contacting these vendors.

MBDA Website: http://www.mbda.gov - SBA Pro-Net Website: http://pro-net.sba.gov

MBDA and SBA can be also be contacted at their offices in the Phoenix area or at any of their other locations throughout the United States.

Greater Phoenix MBDC
255 East Osborn Road, Suite No. 202
Phoenix, AZ 85012
Phone: (602) 248-0007
Fax: (602) 279-8900

Small Business Administration
2828 North Central Avenue
Phoenix, AZ 85004-1093
Phone: (602) 745-7200
Fax: (602) 745-7210

Reporting:

Contractors must complete the MBE/WBE/SBE Utilization Report form for each Federal fiscal year (October to September) for the duration of the Contract. The report is due October 15 of each year or 30 days after the end of the Contract term, whichever is sooner.

4. Additional Requirements:

Contractors shall include the Fair Share Goals above in their bid documents for subcontracts. Contractor shall not use any race or gender conscious methods of recruiting MBEs or WBEs.

5. Definitions:

Construction means: construction, alteration, repair (including dredging, excavating and painting) of buildings, structures or other real property. For purposes of the definition, the terms "buildings, structures or other real property" include but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways lighthouses, buoys, jetties, breakwaters, levees, canals and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft or other kinds of personal property. See FAR Part 36.

Equipment means: tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit" See 40 CFR 31.3.

Minority owned Business Enterprise (MBE) means a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. (con't on page 3)

There is no standard definition of minority individuals used by all Federal financial assistance regimes. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625. More information can be found in EPA's "Guidance for Utilization of Small, Minority and Women's business Enterprises in Procurement under Assistance Agreements," which may be found on the Internet at:

http://www.epa.gov/osdbu or you may contact ADEQ for information on obtaining it. When reporting on MBE participation, contractors may rely on the MBE certification of a firm by any government entity or a firm's certification of itself as MBE.

DISADVANTAGED BUSINESS REQUIREMENTS

Procurement means: the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance agreement.

Services: The EPA defines services as per the Federal Acquisition Regulation's definition of "service contract." A "service contract" is "a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. . . ." See FAR Part 37.

Small Business Concern (SBE) means: Any business entity, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.

Supplies means all personal property other than "equipment." See 40 CFR 31.3.

Women owned Business Enterprise (WBE) means a business concern that is (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or women; and, (2) whose daily business operations are managed and directed by one or more of the women owners. When reporting on WBE participation, contractors may rely on the WBE certification of a firm by any government entity or a firm's certification of itself as WBE.

6. Calculating Percentages:
A subcontractor cannot be listed fully under all three categories. For example, if a WBE business is also a MBE and a SBE, that business's participation cannot be applied fully to the MBE, WBE and SBE percentages. Either allocate the total percentage among the three or apply that business's percentage fully to one of the categories of your choosing. The same rule applies to businesses qualifying as two of the three categories (i.e. MBE + WBE or MBE + SBE or WBE + SBE).

If a portion of the prime contract/grant is ineligible for ADEQ/EPA funding participation (this includes matching funds) and some of all that ineligible work is performed by an MBE, SBE and/or WBE, such work can be included in the percentage of participation. For example, $2,400 ineligible project related work performed by an MBE under a prime contract ELIGIBLE amount of $80,000 results in 3% participation.

7. Instructions for Completing MBE/WBE/SBE Utilization Report Form:

PART I

1. Enter the Federal fiscal year.

2. This box has been completed for you.

3. Provide contact information for the person preparing the report.

4a. Contract number assigned by ADEQ.

4b. Check type of contract/grant.

5a. Period during which contracts and other purchases under this award were actually executed.

5b. Includes procurement using State funds plus recipient matching funds and funds from other source.

5c. Percentage of total procurement dollars (participation goals) recipient plans to spend with MBEs/WBEs this fiscal year.

5d. Dollar amount of all MBE/WBE/SBE sub-contracts awarded under this contract/grant this quarter.

6.Additional comments or explanations. Please refer to specific item number(s) if applicable.

7.Name and title of reporting official.

8. Signature and month, day, year report submitted.

PART II
For each MBE/WBE/SBE procurement under this contract/grant during the reporting quarter, provide the following information.

1. Check whether this is a first tier procurement made directly by the contract/grant awardee recipient or second tier procurement made by sub-contractor.

2. Check MBE/WBE/SBE as appropriate.

3. Dollar value of procurement.

4. Date of award, shown as month, day, year.

5. Using codes at the bottom of the form, identify type of product or service acquired (e.g., enter 1 agriculture, 2 if mining, etc.).

6. Name and address of MBE/WBE/SBE.

7. For further information: If you have any questions, please call Procurement at (602) 771-4774.

STATE OF ARIZONA
Department of Environmental Quality

REQUEST FOR PROPOSAL

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007-2935
Phone No.: (602) 771-4774

MBE/WBE/SBE UTILIZATION REPORT – PART I

1A. FEDERAL FISCAL YEAR:

2. STATE CONTRACTING AGENCY
(Department/Agency, Bureau/Administering Office, Address)

3. REPORTING RECIPENT
(Name and address)

2A. REPORTING CONTACT PHONE NO.

3A. REPORTING CONTACT PHONE NO.

4A. CONTRACT/GRANT IDENTIFICATION NUMBER

4B. TYPE OF STATE AGREEMENT
☐ CONTRACT ☐ GRANT ☐ OTHER FEDERAL ASSISTANCE PROGRAM

5A. PERIOD WHEN PROCUREMENT UNDER THIS AWARD OCCURRED
START DATE: _____ FINISH DATE: _____

5B. AMOUNT OF TOTAL PROJECT DOLLARS PLANNED TO BE USED THIS FISCAL YEAR
$ _____

5C. RECIPIENT'S MBE/WBE/GOALS
(Percent of total procurement dollars (5B) for each)
MBE _____ % SBE _____ %
SBE _____ %

5D. MBE/WBE/SBE PROCUREMENT ACCOMPLISHED THIS QUARTER
MBE $ _____ WBE $ _____ SBE $ _____

5F. TOTAL PROCUREMENT THIS QUARTER: $ _____

6. COMMENTS:

7. NAME OF AUTHORIZED REPRESENTATIVE:

TITLE:

8. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE:

STATE OF ARIZONA
Department of Environmental Quality

REQUEST FOR PROPOSAL

MBE/WBE/SBE UTILIZATION REPORT – PART 2								
Procurement Made By		Business Enterprises			$ Value	Date of Award MM/DD/YY	Type of Product Or Service (Enter Code)	Name/A
RECIPIENT	OTHER	MBE	WBE	SBE				

1.	=	Agriculture	5.	=	Transportation	9.	=	Services
2.	=	Mining	6.	=	Wholesale trade	10.	=	Other
3.	=	Construction	7.	=	Retail Trade			
4.	=	Manufacturing	8.	=	Finance, Insurance, Real Estate			