



# CONTRACT AMENDMENT

Materials Management

Procurement

9875 N 85<sup>th</sup> Ave, 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax (623) 773-7118

Solicitation No. P10-0058 Page 1 of 1  
Description Consultant Services for Lobbying  
Category 3 -Community Outreach  
Amendment No Four (4) Date 3/24/14

Buyer Christine Finney

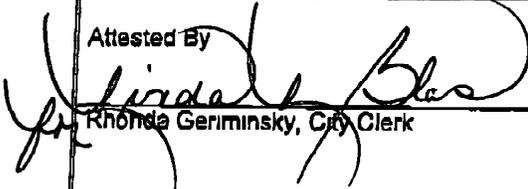
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/01/14

THE NEW CONTRACT TERM IS: 07/30/14 to 06/30/15

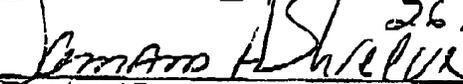
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division

	6/30/14	David Schwartz Principal	Goodman Schwartz Public Affairs
Signature	Date	Type Name and Title	Company Name
300 W Clarendon Av #245		Phoenix	AZ 85013
Address		City	State Zip Code

Attested By

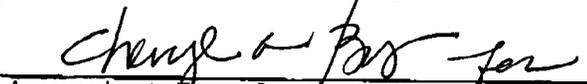
  
Rhonda Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

26 Mar 14  
  
Department Rep Tammy Shreeve, Council and Grant  
Program Manager

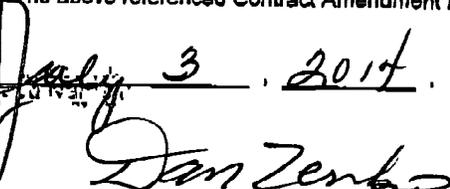
CC Number

ACON25210D  
Contract Number

  
Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

July 3, 2014, at Peoria, Arizona

  
Dan Zenko, Materials Manager



City Seal  
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(Rev 01/05/09)

Official File

ACON25210D



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N 85<sup>th</sup> Ave, 2<sup>nd</sup> Fl  
Peoria AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P10-0059 Page 1 of 1  
Description Consultant Services for Lobbying  
Category 3 -Community Outreach  
Amendment No Three (3) Date May 2, 2013

Buyer Christine Finney

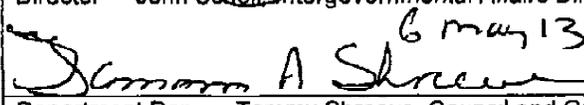
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/31/13 is hereby extended thirteen months to coincide with the City's fiscal year (July 1 – June 30)

THE NEW CONTRACT TERM is 06/01/13 to 06/30/14

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

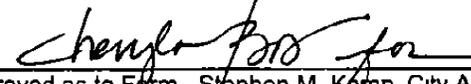
	10/23/13	David Schwartz Principal	Goodman Schwartz Public Affairs
Signature	Date	Typed Name and Title	Company Name
300 W Clarendon Av #245	Phoenix	AZ	85013
Address	City	State	Zip Code

Attested By  
*Rhonda Geriminsky*  
for Rhonda Geriminsky, City Clerk

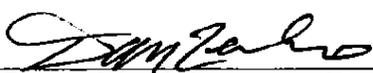
  
Director John Schell, Intergovernmental Affairs Director  
6 May 13  
  
Department Rep Tammy Shreeve, Council and Grant  
Program Manager



CC Number  
ACON25210C  
Contract Number

  
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*October 21, 2013*, at Peoria, Arizona

  
Dan Zenko, Materials Management Supervisor



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No. P10-0059 Page 1 of 1  
Description: Consultant Services for Lobbying  
Category 3 -Community Outreach  
Amendment No. Two (2) Date: 3/15/12

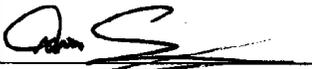
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/31/12.

### THE NEW CONTRACT TERM:

**Contract Term: 06/01/12 to 05/31/13**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

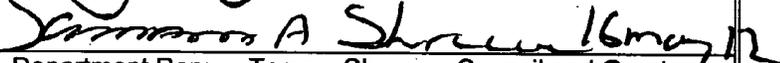
	5/23/12	David Schwartz Principal	Goodman Schwartz Public Affairs	
Signature	Date	Typed Name and Title	Company Name	
300 W. Clarendon Av. #245		Phoenix	AZ	85013
Address		City	State	Zip Code

Attested By:



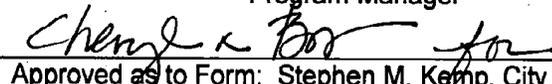
Wanda Nelson, City Clerk

  
Director: John Schell, Intergovernmental Affairs Director

  
Department Rep: Tammy Shreeve, Council and Grant Program Manager



CC Number  
ACON25210B  
Contract Number

  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

June 18, 2012, at Peoria, Arizona

  
Dan Zenko, Materials Management Supervisor

### City Seal

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A CON 25210B



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying  
(Community Outreach)

Amendment No. One (1) Date: 02/23/11

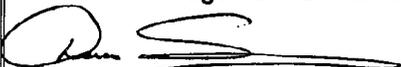
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/31/11.

THE NEW CONTRACT TERM:

**Contract Term: 06/01/11 to 05/31/12**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	5/2/11	David Schwartz Principal	Goodman Schwartz Public Affairs	
Signature	Date	Typed Name and Title	Company Name	
300 W. Clarendon Av. #245		Phoenix	AZ	85013
Address		City	State	Zip Code

Attested By:

*Wanda Nelson*

Wanda Nelson, City Clerk



Director, John Schell, Intergovernmental Affairs Director

City Manager: Carl Swenson  
**Ellen Van Riper, Assistant City Attorney**



CC Number

ACON25210A  
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

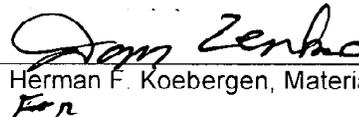
The above referenced Contract Amendment is hereby Executed

at Peoria, Arizona

City Seal

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(Rev 01/05/09)

Official File



Herman F. Koebergen, Materials Manager



**City of Peoria, Arizona  
Notice of Request for Proposal  
for Professional Services**

**ORIGINAL**



Request for Proposal No: **P10-0059** Proposal Due Date: **April 22, 2010**  
 Services: **Consultant Services for Lobbying – Request for Qualifications (RFQ)** Proposal Time: **5:00 P.M. AZ Time**  
 Purchasing Agent: **Christine Finney**  
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **9875 N. 85<sup>th</sup> Ave., Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

**OFFER**

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: David Schwartz

Telephone: 602-277-0911 Fax: 602-277-3506

Goodman Schwartz Public Affairs  
Company Name

Authorized Signature for Offer

300 W. Clarendon, Suite 245  
Address

David Schwartz  
Printed Name

Phoenix AZ 85013  
City State Zip Code

Principal  
Title

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:   
Mary Jo Waddell, City Clerk

City of Peoria, Arizona. Effective Date: June 1, 2010

Approved as to form: Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

CC: \_\_\_\_\_

Contract Number: ACON 25210

Contract Awarded Date 5/26/10



Official File: \_\_\_\_\_

Carl Swenson, City Manager

**ORIGINAL**

**GOODMAN ■ SCHWARTZ**  
PUBLIC AFFAIRS

RESPONSE TO THE CITY OF PEORIA  
REQUEST FOR PROPOSAL

RFP# P10-0059  
CONSULTANT SERVICES FOR LOBBYING  
CATEGORY 3 – COMMUNITY OUTREACH



APRIL 22, 2010

April 22, 2010

City of Peoria – Materials Management  
Attention: Christine Finney, Buyer II  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

RE: RFP# P10-0059, Consultant Services for Lobbying

Dear Ms. Finney:

On behalf of Goodman Schwartz Public Affairs, I would like to take this opportunity to submit the Firm's response to the City of Peoria's Request For Proposal (RFP) for Consultant Services for Lobbying, particularly, Category 3 – Community Outreach.

The Firm is uniquely qualified and has the experience to provide all of the services outlined in the proposal and meets all of the terms and conditions contained in the RFP. Enclosed please find one original, three copies, and a CD-ROM of the proposal, providing a comprehensive understanding to the firm's approach to community outreach, similar experience and projects, and key personnel. Additionally, I have included Questionnaire Form 223.

Should you have any questions related to this submittal please contact me either at my office or via e-mail at [david@goodmanschwartz.com](mailto:david@goodmanschwartz.com).

Thank you in advance for your consideration.

Sincerely,



David Schwartz  
Principal

Enclosures



**CITY OF PEORIA  
RFP# P10-0059**

**CONSULTING SERVICES FOR LOBBYING  
CATEGORY 3 – COMMUNITY OUTREACH**

**A. METHOD OF APPROACH:**

**1. UNDERSTANDING OF SERVICE CATEGORY REQUIREMENTS:**

As outlined in the City of Peoria's Request for Proposal (RFP), Goodman Schwartz Public Affairs (the firm) is interested in and uniquely qualified to provide "Community Outreach" services as identified in Category 3 in Section 2.4 of the RFP.

The firm understands that the City of Peoria is looking to supplement lobbying for its legislative and policy agenda with the addition of community outreach services, which would include but is not limited to, interaction and correspondence with elected officials, local chamber of commerce groups, neighborhood groups, various Boards and Commissions, Valley leadership groups, and other groups and people to be identified with individual policy items.

The firm has nearly ten years of history in providing these types of services for a wide range of clients in the public sector, private sector, and not-for-profit organizations.

ABOUT THE FIRM:

Since 2000, Goodman Schwartz Public Affairs has provided clients with timely and effective government and community relations and public affairs services that are based on the firm's extensive experience and service in state, regional and local government in Arizona. The firm is located in Phoenix, Arizona and both of the firm's principals have served as senior appointed officials within municipal governments in Arizona and have had an active role in shaping public policy throughout their careers.

Between the firm's two principals and the three senior staff members, the firm collectively has more than five decades of experience in the public affairs arena and has built strong and lasting relationships with elected and appointed governmental officials across the state. In addition to the familiarity with state, regional and local government officials, the firm's principals have worked with hundreds of interest groups, business organizations and community leaders who also play a large part in shaping public opinion and public policy. The firm has a unique ability to tap into these existing community resources to assist clients in building a coalition approach to resolving their public affairs issues.

COMMUNITY OUTREACH AS A COMPONENT TO LOBBYING:

Recognizing the significant impact that community leaders can have in the public affairs and government decision-making process, the firm has established an effective community relations practice designed to operate independently or in conjunction with a traditional lobbyist effort.



Specifically, the firm has designed techniques in which community leaders and other impacted parties can be educated about important public issues and then mobilized, through community outreach, coalition building and grassroots mobilization efforts, to help shape public policy in the public affairs arena.

Whenever possible, the firm works with the client early on in the process and uses sound research to assess the political environment for the issue(s) and develops a customized plan of action in mobilizing the community relations component to maximize the client's potential for success. In most instances, the plan requires designing persuasive advocacy materials such as literature, position papers, briefing papers, etc., for use with public officials, decision makers, community leaders and the public-at-large.

As each client and corresponding issues are different, similarly, each community relations plan must also take into account the specific courses of action needed to appropriately impact the governmental decision. And although each plan of action is different for each client or issue, the need for continual information and feedback with the client on important follow-up is critical to the success of any community outreach efforts.

## 2. PROJECT MANAGEMENT METHODS:

If the firm is selected to provide Community Outreach services to the City of Peoria, Mr. David Schwartz will serve as the Lead Principal for the firm. Depending on the projects assigned and the scope of work necessary to complete those projects, the firm will develop a team of its professional staff to design and implement a community outreach plan to meet the City's specific needs. If necessary, all five members of the senior staff are qualified and able to assist the City of Peoria in the areas of Community Outreach. As the firm is ready to use any and all of the resources of the five senior staff members, it will not use any sub-consultants in the design and implementation of this RFP.

**A cornerstone to the firm's success is communication – both internally and externally.**

### INTERNAL COMMUNICATION:

While the RFP primarily focuses on external communication to reach out to community leaders, the firm recognizes that the internal communications between the firm and the City is critical to its success.

The first priority will be to meet with City Staff to identify their needs, goals and objectives for the project and to work collaboratively to map out a plan of action (scope of work) and then to determine the proper protocols and preferred methods and channels of internal communication. Identifying the roles and responsibilities of key parties will ensure that the team communicates effectively with appropriate parties internally.

In order to ensure that the internal communications flow seamlessly, the firm will initially schedule weekly or bi-weekly meeting times with the appropriate City Staff to review the outreach plan's progress to date and necessary future actions.



As individual projects develop, the frequency of the meetings can be adjusted as needed; however, the need for continuous and timely communication between the firm and the City is critical to the firm's ability to implement a successful Community Outreach plan for the City. Accordingly, and in addition to the regularly scheduled meetings, the firm will proactively communicate with the City as needed in order to respond to any issues, events, or concerns that may arise. This is often accomplished through quick telephonic discussions or electronic communication; whichever is most convenient and efficient at the time.

#### EXTERNAL COMMUNICATION:

After the internal communication protocols are established, the firm will work with City staff to identify key community leaders and then will meet with these targeted community leaders (elected officials, local chamber of commerce groups, neighborhood groups, Boards and Valley leadership groups – among others) to provide information and education regarding the City's legislative agenda and specific policy issues.

After the initial meetings with targeted community leaders have been completed and they are educated to the City's agenda, the firm will work to mobilize their collective voices at the appropriate times during the legislative session or other points during the public affairs process. Knowing who in the community to enlist for support and determining the right moment for them to initiate communication in the "right place" regarding a particular policy is instrumental to the City's success. While using these community leaders to help further the City's agenda can be a powerful tool in the lobbying area, it is equally important not to have them weigh-in too often and to be both sensitive and cognizant of their time.

The use of community leaders in shaping public policy is a powerful tool, but the implementation of such a plan is a bit more complicated and requires careful, strategic decisions as to when they are used and the tactics employed. While there is a bit of science to designing and implementing a Community Outreach plan, much of its success comes from the art of actively managing it. The firm specializes in blending the art and science of Community Outreach and is widely recognized as being one of the local leaders in this arena.

Additionally, the firm is unique and recognized for its ability to mobilize grass-roots efforts and build respected and lasting coalitions to move public opinion to obtain changes in public policy through those efforts. The use of coalitions and managing stakeholders is pervasive in all aspects of the firm. Under the current political environment, it is widely recognized that most complicated and even moderately complicated issues requires a combination of developing coalitions and the ability to mobilize impacted parties to increase the awareness of a particular issue and the impact of the issue on a particular sector or industry.

The firm is frequently involved in developing coalitions between different levels of government as well as organizing community and business leaders to join together for a common objective. The firm is responsible for identifying stakeholders and arranging for the logistics of meetings, events and similar forums to achieve a desired outcome or agenda. When it is ideal to advance a particular policy, the firm will facilitate the creation of a stakeholder group or coalition.

As a result of the Firm's diverse current and previous client base, the firm is effective in communicating with all audiences and have built strong, lasting relationships with literally hundreds of community leaders and organizations throughout the region.



## B. FIRM'S SIMILAR EXPERIENCE/PROJECTS:

### 1. STATEMENT OF QUALIFICATIONS:

The firm provides a wide-array of "Community Relations" services, including "Community Outreach." To illustrate the firm's ability to provide these kinds of services to the City of Peoria, below are examples of similar work provided to three different public bodies during the past five years: City of Phoenix Aviation Department, Arizona Department of Transportation (ADOT) and the Maricopa Association of Governments (MAG).

As the firm does not engage in partisan campaigns, the firm has continued to receive strong support from legislators affiliated with both political parties. As a result, the firm has purposely avoided being labeled as a partisan firm, thereby fostering solid relationships across the political spectrum.

### 2. EXPERIENCE ON SIMILAR PROJECTS:

#### CITY OF PHOENIX AVIATION DEPARTMENT

**Project:** Government and Community Relations

**Client Contact Information:**

David Krietor  
Deputy City Manager  
City of Phoenix (Formerly Aviation Director)  
200 West Washington  
Phoenix, Arizona 85003

Telephone: 602-262-6853  
e-mail: david.krietor@phoenix.gov

**Lead Staff on Project:**

David Schwartz served as the Lead Principal on this project. During the nearly seven years the firm represented the Aviation Department, various members of the firm assisted with these endeavors.

**Duration of Project (2001 – 2007):**

From 2001 until 2007, the firm provided governmental and community relations service to the City of Phoenix Aviation Department. David Schwartz served as the Lead Principal assigned to this client. The firm interacted with numerous Aviation Department staff members, including the City Manager's Office, Aviation Director, Assistant Aviation Directors and other City staff from Intergovernmental Programs. Services provided to the Aviation Department included:

- Community Outreach with elected officials
- Community Outreach with Business Leaders, Neighborhood Leaders and Others
- Government Relations

**Background:**

When the firm was first retained by the City of Phoenix Aviation Department in 2001, Sky Harbor faced organized opposition from community groups throughout the region and was receiving a tremendous amount of negative publicity and media coverage throughout the various communities, including: Carefree, Cave Creek, Ahwatukee-Foothills Community in Phoenix,



Tempe and other municipalities throughout the East Valley. Sky Harbor was also embroiled in a number of lawsuits with the City of Tempe.

In addition to the challenges associated with noise and nuisance issues mentioned above and shortly after the firm began working with Sky Harbor in 2001, the Federal Aviation Administration (FAA) determined that the proposed Arizona Cardinals Stadium would be a presumed hazard to aviation. The long-simmering tensions between the cities of Phoenix and Tempe became further inflamed. The media coverage surrounding these events was intense and often acrimonious.

In order to address the public opinion challenges that existed in the political environment, the firm worked in conjunction with the team of consultants and Business Community Leaders to privately fund a scientific poll of Maricopa County residents to gauge community attitudes and support for Sky Harbor.

The poll revealed very broad and deep support for Sky Harbor throughout all portions of the region including the communities at odds with the airport. It demonstrated that the concerns about "noise" were minimal, and it confirmed that vast majority of residents in Maricopa County gave Sky Harbor high ratings for areas such as convenience, proximity and ease of use. Finally, the poll demonstrated that the community believed that Sky Harbor should continue to grow in order to keep up with the growing demands of a burgeoning region.

This polling information helped to shape a comprehensive strategic plan and message points to address the airport's growing governmental and community relations challenges. In order to communicate these messages, the firm, working in conjunction with Aviation Department staff and the consultant team, compiled an extensive list of local elected officials, community organizations, Business Community Leaders and other interested stakeholders to identify community issues and concerns; identify common goals and objectives and to build community support among these various interest groups.

Below is a partial list of some of the community groups and business organizations that the firm sought out proactively to build support (Valley Forward, Associated General Contractors of Arizona, Greater Phoenix Chamber of Commerce, East Valley Partnership, Tempe Convention and Visitors Bureau, AZ Hispanic Chamber of Commerce, Downtown Tempe Community, Mesa Chamber of Commerce, Chandler Chamber of Commerce, Mill Avenue Merchants Association, various surrounding neighborhood organizations and other interest groups and opinion leaders).

**Support for Environmental Impact Statement (EIS):**

In addition to the firm's efforts to defend Sky Harbor against growing opposition from Tempe neighbors and leaders, the firm was also asked to assist in building identifiable support for the EIS for the airport's new West Terminal, Automated People Mover and other major capital projects to improve the airport's landside operations. The Aviation Department was concerned that the City of Tempe and some of their neighborhood leaders might try to oppose or thwart the progress of the EIS.

During the four-plus years of the EIS process, the firm worked to identify dozens of business, tourism and general advocates who would publicly weigh-in with their support of the EIS at the appropriate times during the process. Much of this work was done by organizing the Support Sky Harbor Coalition, a non-profit organization funded primarily by the Business Community and whose mission is to promote Sky Harbor.



**Results:**

Today, all of the lawsuits between the City of Tempe and Phoenix related to the airport have since been dropped. All of the organized groups that were formed to fight Sky Harbor have since been abandoned or have lowered their respective profiles. Essentially, there is a feeling of détente between the two cities. Elected officials across the region are embracing the growth of Sky Harbor and the airport finds itself in a more harmonious time than in 2001. In addition, the EIS was approved by the FAA and the Record of Decision (ROD) was signed. The airport is now working to implement the capital projects approved in the EIS.

The firm continues to run the Support Sky Harbor Coalition which stands ready to defend and promote Sky Harbor.

ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)

**Project:** Government and Community Relations for N.W. Maricopa County

**Client Contact Information:**

Tim Tait  
Community Relations Director  
206 South 17<sup>th</sup> Ave., Mail Drop 118A  
Phoenix, Arizona 85007

Telephone: 602-712-7070  
e-mail: ttait@azdot.gov

**Lead Staff on Project:**

The firm was part of a consortium of firms to provide Public Involvement, Government Relations and Public Relations services for ADOT's Northwest Maricopa County/Northwest Valley freeway corridor expansion projects. The firm provided local government and community relations services for this consortium. David Schwartz served as the firm's Lead Principal on this project and was assisted by various members of the firm.

**Duration of Project (2006-2009)**

**Background:**

After the passage of Proposition 400 – a countywide sales tax measure for transportation projects, ADOT sought out public involvement, government relations and public relations services to help educate local officials, community leaders and the public at large about the various transportation projects that were either being designed or constructed.

The firm joined the consortium lead by Lewin & Associates, a local, professional public involvement and public relations consulting services firm and assisted in developing and implementing communication strategies with key stakeholders for projects in various stages of development in the following transportation corridors:

- Interstate 17, Loop 101 to New River
- US 60/Grand Avenue, Phoenix to Wickenburg
- Loop 303, Interstate 10 to Interstate 17
- Loop 101/Agua Fria Freeway
- State Route 74



One of the first tasks the firm accomplished was to build a stakeholder database of local government officials (both elected and key municipal staff members), along with key business, neighborhood and community leaders in the near vicinity of each freeway project in the Northwest Valley. The firm then arranged meetings with each of these stakeholders and discussed ADOT's new approach to working collaboratively with their local partners and worked to identify potential challenges and opportunities associated with each of the corridors and projects.

Throughout the various phases of design and construction of each corridor, the firm continued to provide counsel to ADOT and helped the agency communicate with local government agencies and community organizations regarding the various Northwest Valley transportation projects and program initiatives. Some communities had specific concerns about design elements of freeway improvements (or the lack thereof) and some communities/stakeholders wanted to explore all options as to how to get their roadway projects built ahead of schedule.

Because of the firm's breadth of relationships with these key stakeholders, the firm was able to be a conduit of information between ADOT and the impacted communities.

**Results:**

While the approach of reaching out to community leaders and stakeholders is not a new concept, at the time, it was fairly new to ADOT. Many community leaders and municipalities went to great lengths to thank ADOT for embracing a more collaborative approach.

Because of the firm's active communication with the impacted stakeholders, and because of the team members' background in local governments, the firm was able to help ADOT understand and appropriately address many of the political challenges they faced in each of these communities. This new approach to embracing collaboration, in part, led to ADOT receiving awards relating to the I-17/Carefree Highway traffic interchange reconstruction project.

MARICOPA ASSOCIATION OF GOVERNMENTS

**Projects:** Stakeholder Management for the following studies: Commuter Rail Strategic Plan, Commuter Rail System Plan, Grand Avenue Corridor Study and Yuma West Corridor Study.

**Client Contact Information:**

Mr. Kevin Wallace  
Transit Program Manager  
301 North 1<sup>st</sup> Ave., Suite 300  
Phoenix, Arizona 85003

Telephone: (480) 728-3568  
e-mail: kwallace@mag.maricopa.gov

**Lead Staff on Project:**

David Schwartz served as the firm's Lead Principal on this project. Ms. Brandy Petrone, Senior Associate and Ms. Megan Casey, Senior Operations Manager also worked extensively on these projects.

**Duration of Project (2006-2010):**

Commuter Rail Strategic Plan 2006 – 2007  
Commuter Rail System Study 2008 – 2010  
Yuma West Corridor Study 2008 – 2010  
Grand Avenue Corridor Study 2008 - 2010



**Background:**

Late in 2006, the firm joined URS Corporation and other team members to assist MAG on a Commuter Rail Strategic planning effort for Maricopa and Northern Pinal Counties. This stakeholder group provided input to help shape major policy recommendations for commuter rail in the study area.

Following the successful Strategic Planning efforts, in late 2008, MAG decided to further explore the feasibility of commuter rail in the region by embarking on a Commuter Rail System Study that took a "macro" view of commuter rail in the region. Concurrently, MAG embarked on two additional studies on specific corridors: the Grand Avenue Commuter Rail Corridor Plan and the Yuma West Rail Corridor Plan. Once again, the firm was retained to manage the stakeholder process for all three of these concurrent studies.

The firm was tasked with identifying all of the cities and towns (both elected officials and staff) that would be interested in serving on a stakeholder working group to provide input along the planning process. In addition to seeking input from local officials, the stakeholder process was extended to local chambers of commerce, key neighborhood organizations along the routes, large landowners, railroad companies, environmental groups, disability community leaders, transit advocates and other interested parties.

It quickly became apparent that commuter rail, as a mode of transportation, is extremely popular across the region. Cities and Towns along the potential corridors are extremely supportive and are working diligently to figure out how to make this a reality. It also became apparent that with the advent of light rail being operational in Phoenix, Tempe and Mesa, there is a strong appetite in the community for adding a commuter rail component to the transportation mix.

**Results:**

Between the four commuter rail-related projects which the firm managed the stakeholder management process, a large database of community leaders and key stakeholders were developed. Over three hundred stakeholders (local government officials, chambers of commerce leaders, transit advocates and other community leaders, etc.) had a chance to participate and provide input to help shape the planning process.

**C. STAFF'S ASSIGNMENTS AND EXPERIENCE**

The Lead Principal for this project will be David Schwartz. Depending on the project and the scope of work, working under Mr. Schwartz will be two Senior Associates – Ms. Brandy Petrone and Ms. Laura Etter and the Senior Operations Manager – Ms. Megan Casey. Together, they will provide the integral management team and necessary internal resources and support to ensure successful implementation through task management, communication and administrative support.

Each of the bios for the team members are listed at the end of this section of the RFP, but to truly demonstrate the breadth and depth of experience and talent that the team brings to bear, below is a case study of a recent project where every member of the team contributed significantly in order to complete the project to the firm's exacting standards.



## 1. URBAN LAND INSTITUTE (2007-2008)

In 2007, Goodman Schwartz Public Affairs was retained by the Urban Land Institute (ULI) as project managers to coordinate a regional visioning exercise in Arizona in the spring of 2008. The regional visioning exercise, AZ One, a Reality Check for Central Arizona, occurred on May 16, 2008 with additional events following.

AZ One brought together 300 diverse stakeholders to discuss regional visioning and potential future growth plans for the central Arizona region. Participants represented all sectors of the community, including government staff and elected officials, Tribal communities, large corporations and small businesses, non-profits, neighborhood activists, interfaith groups, environmentalists, educators and others. Participants were also diverse in age, gender, ethnicity, and geography. Participation was by invitation only and there were over 1,200 nominees interested in attending.

As project managers, the firm was tasked with forming strategic partnerships, engaging regional leadership and the community, coordinating various committees, developing and executing timelines and planning for tasks, program development, collecting necessary information and data, supporting document development, and serving as a central information center for committee members, media, volunteers, sponsors and participants. David Schwartz served as Lead Principal for the firm and Laura Etter served as Project Manager.

Laura Etter coordinated all meetings between the Steering Committee and six sub-committees, coordinating with members and attending all meetings to ensure that communication was passed accurately and effectively not only between committees but also to media, volunteers, sponsors, nominees, and selected participants and that all required tasks were completed on schedule. Many elements of the project were very time sensitive and it was essential that continuous communication occurred among all involved. Meeting packets with updated information and key items were provided at each meeting in addition to continuous communication through email and calls.

Brandy Petrone provided significant research and primarily developed the supporting documents and materials for the various elements of the project. This included a participant guidebook containing statistics and information about the exercise, background data, and growth information such as projected residential and job growth, transportation, open space, and limitations to land use such as state land and tribal land. Both Ms. Etter and Ms. Petrone developed a training manual for the facilitators and scribes present at each table as well as developing a training program and scheduling training sessions leading up to the exercise itself.

Megan Casey was key in maintaining the stakeholder database and over 1200 persons nominated to participate in the event, ensuring all needed information was both obtained and communicated to them. This required various mediums of communication and follow-up combining personal calls, electronic means, and postal mail to reach into sectors of the community.

### **Results:**

The project was implemented flawlessly and after the exercise, the firm coordinated parties to ensure that the final summary was printed and ready for the unveiling of the exercise results in September 2008. The firm also assisted with the development and transition of AZ One, a Reality Check for Central Arizona to Moving AZ One with additional sub-committees and new



members comprised of those participants who expressed interest in furthering the regional visioning process and reaching into central Arizona communities to discuss the effects of growth on the region. Moving AZ One continues to provide education on regional growth throughout the community.

## 2. BIOGRAPHICAL INFORMATION ON LEAD STAFF

### DAVID SCHWARTZ, LEAD PRINCIPAL

On behalf of the firm, Schwartz, a principal with the firm, manages the local government relations, association management and community outreach practices. Schwartz's background includes an undergraduate degree in Business Administration and a Master of Mass Communication from the Walter Cronkite School of Journalism and Telecommunications at Arizona State University.

Schwartz has considerable experience serving as an intermediary between impacted parties and city officials on a multitude of local government issues. He often leads the community and stakeholder involvement for projects. This coordination requires; identifying and collaborating with various stakeholders, including all levels of state and local government; organizing community and business leaders; arranging for the logistics of meetings, events, and similar forums; developing and executing timelines, materials, and planning for tasks; collecting resulting information and developing the necessary documentation to communicate any views expressed and changes effected.

Schwartz has extensive experience in voter behavior trends and campaign mechanics, both from an academic and professional perspective. Schwartz has over 20 years of experience in promoting issues. He has managed or advised several high-profile, grass-roots, political campaigns, initially identifying the target audiences' attitudes and beliefs and developing campaign materials and strategy to effectively educate and motivate change in those behaviors.

Schwartz was very involved with the successful passage of Proposition 400, a regional transportation sales tax that provides balanced transportation plan through his coordination of grassroots mobilization on the transportation advocate side of the issue. His expertise in understanding and effectively guiding public behaviors have assisted in the passage of the Better Safer Streets for Gilbert bond election, Building Our Future Phoenix bond election, Rimsza for Mayor, and Rimsza for City Council.

Prior to establishing the firm, Schwartz served as a senior advisor to Phoenix Councilmember and Mayor Skip Rimsza. He was the Mayor's primary political advisor and was responsible for representing the Mayor's interests with local, regional, county and state government organizations. He also was responsible for designing and implementing all aspects of the Mayor's community outreach efforts.

Since 2001, Mr. Schwartz has served as Executive Director and provided association management for Friends of Transit, a 501(c)(3) non-profit organization whose mission is to educate the community about the benefits of mass transit as part of a balanced regional transportation plan. In addition, he has also served in the same capacity for the Support Sky Harbor Coalition since 2002, a 501(c)(4) non-profit organization whose mission is to educate the community about the economic and quality of life benefits that Sky Harbor Airport brings to the Greater Phoenix Region.



LAURA ETTER, SENIOR ASSOCIATE

Since returning to the Firm in 2007, Etter has provided both executive association management and project management services for various clients. These tasks have required forming strategic partnerships, engaging regional leadership and the community, multiple committee organization and coordination, developing and executing timelines and planning for tasks, program development, collecting necessary information and data, supporting document development, and serving as a central information center.

Etter focuses on communicating with clients to ensure client goals are established and achievable. This includes, in addition to that listed above, correspondence with members and prospects, developing and coordinating marketing efforts, developing and executing outreach events and performing administrative requirements.

Etter currently provides similar Association Management services for the Support Sky Harbor Coalition (the Coalition), a 501(c)4 non-profit organization that is comprised of over 120 companies that collectively work to promote and to protect Sky Harbor Airport's public image. The Coalition's annual budget is approximately \$275,000. Under her supervision, the Coalition more than doubled in size during 2009 - the worst calendar year for the economy since the Great Depression.

Etter managed the West Valley Recreation Corridor, a 501(c)(3) for over two years and increased the visibility of the organization within the West Valley through events and working with the organizations media personnel. Through Etter's efforts, the organization's annual trail building and walk event more than doubled in participation levels and incorporated local businesses and community leaders.

Etter holds an undergraduate degree in Political Science from Arizona State University. She received her Juris Doctor degree from the William S. Boyd School of Law at the University of Nevada Las Vegas and graduated with a Dean's Award. She is licensed to practice law in both Arizona and California. Prior to returning to Arizona, Etter worked at a law firm in Southern California and focused on advanced estate planning, estate taxation, and corporation formation.

While in law school, Etter served as a judicial extern for current Nevada Supreme Court Justice Nancy M. Saitta in the Eighth Judicial District Court of Nevada in addition to serving on the Student Bar Association as Secretary and Vice President and as a member of the Academic Standards Committee.

Etter also has previous experience in legislative and governmental relations at both the state and local level of government working previously with the Firm and also in the legislative affairs department for the Arizona Association of Counties.

BRANDY PETRONE, SENIOR ASSOCIATE

In addition to the lobbying related skill sets that Petrone has developed over the last three years with the firm, her experience as legislative staff has been very beneficial to the firm's clients. Petrone's understanding of legislative procedures and schedules are continually utilized to the firm's clients advantage.



Petrone's knowledge, skills and expertise with the legislative process has earned her the respect among current legislative staff that served with her in the Senate as well as new staff that appreciate the assistance she tactfully provides. Additionally, due to Petrone's experience in working with a diverse group of clients, Petrone is adept with recognizing and addressing any potential issues as well as facilitating the implementation of client goals.

Prior to joining the firm, Petrone served five years as legislative research staff in the Arizona State Senate. During her service to the Senate, she performed in a number of legislative roles including serving as the legislative research staff for the Senate Committee on Commerce under the current chairman, Senator Barbara Leff.

As the legislative research staff for the Senate Committee on Commerce, Petrone most recently focused on commerce and economic development issues, including general corporate law and business regulation, banking, landlord-tenant issues, real estate and economic development.

Prior to her tenure with the Commerce Committee, she was an Assistant Research Analyst for the Committees on Health, Commerce and Finance and served as a graduate intern for the Appropriations Committee.

Petrone holds undergraduate degrees from Northern Arizona University in Public Administration, with an emphasis in International Marketing, and in Spanish.

#### MEGAN CASEY, SENIOR OPERATIONS MANAGER

Prior to joining the firm, Casey served as Council Aide to former Councilman Greg Stanton with the City of Phoenix, where she gained experience with local government issues and community outreach practices. She also served numerous roles at the Arizona State Senate, including as Assistant to past Senator Jim Waring and as a graduate intern in the Office of the Senate President.

In these capacities, Casey developed extensive knowledge of the state legislative process and issues impacting the state. She also has experience in handling public affairs for a local non-profit organization and in conducting policy research. Based on her experience in the daily administrative workings of an elected officials office, Casey understands the art of coordinating schedules.

Casey has provided association management for Friends of Transit for nearly three years. Through her support, Friends of Transit successfully maintained a weekly campaign for 12 months promoting businesses along the light rail route during construction. This required coordination with individual business owners to identify not only locations to host each weekly event, but also identifying and developing avenues to promote additional businesses in the area. Casey is also in her third year planning and coordinating the Friends of Transit Annual Conference, the organization's signature event and largest revenue generator. Casey is experienced in event planning and able to coordinate an event from start to finish, including providing guidance on program development, working with individual vendors, securing speakers and sponsors, identifying key attendees and promoting the event.



Additionally, Casey is experienced in providing stakeholder management for a range of clients. She is currently assisting in the coordination of the public involvement and community stakeholder facilitation for the MAG Commuter Rail Studies. Casey works with all levels of government and excels at facilitating communication among all stakeholders, including community and business leaders and individual citizens ensuring that information is distributed to the appropriate parties in a timely manner. Casey also provides administrative support at individual meetings.

Perhaps most important, she is fully aware of the psyche of administrative support staff and routinely avoids creating strained relationships over meetings. In addition, Casey assists with the Firm's legislative work and frequently directly responds to legislative inquiries in order to provide prompt attention to legislator requests.

Casey holds an undergraduate degree in Political Science from the University of Arizona and a Masters in Public Administration from Arizona State University.

#### **D. COST/FEE:**

The firm prides itself in being flexible in its ability to represent a wide variety of public sector, private sector and non-profit organizations that have an equally wide range of budgets and operating procedures. The firm always works to accommodate all clients' budget constraints.

Typically, the firm works on a mutually agreeable project fee or monthly retainer that is based largely on the expected amount of time required, duration and intensity of the project. However, recognizing that some public sector clients require set hourly rates, the firm has developed the following hourly rate structure:

Lead Principal	\$185/hour
Senior Associate	\$125/hour
Senior Operations Manager	\$ 90/hour
Administrative Support Staff	\$ 50/hour

#### **E. COMPLIANCE WITH REQUEST FOR PROPOSAL:**

The firm has no exceptions to the Terms and Conditions detailed in the RFP.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
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Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
  - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.
9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
  - a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all proposals, or portions thereof, or
    - (3) Reissue a *Request For Proposal*.
  - b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Consultant 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 public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.



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Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



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provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.  

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.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



## STANDARD TERMS AND CONDITIONS

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Fax: (623) 773-7118

26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to request qualifications and establish a contract for Consultant Services for Lobbying.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **Submittal Requirements:** Scope of Work and Submittal Requirements are outlined in detail on Pages 16 – 21.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Method of Approach;
  - b. Firm's Similar Experience/Projects;
  - c. Staff's Assignments and Experience;
  - d. Cost/Fee;
  - e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



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13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the consultant must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the consultant must be in agreement.  
  
Any orders placed to the successful consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
15. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
16. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
17. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or



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assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
26. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
27. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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 the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise



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Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

### 28. Required Insurance Coverage:

#### a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

#### b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

#### c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

#### d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.



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29. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
- 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 the Consultant's work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.
- All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.
30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.
31. **Independent Contractor:**
- a. General
    - i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
    - ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
  - b. Liability
    - i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
    - ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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.
  - c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.
32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.
- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.



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- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
33. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
34. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
35. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - Ensure that offices and workspaces containing customer information are secure.



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f. Ensure that computer virus protection is up to date.

37. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

38. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.

Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

39. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:



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- i. Deduction from an unpaid balance;
- ii. Or any other remedies as provided by law.

41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.gov/accommodations.php>



## SCOPE OF WORK

Solicitation Number: P10-0059

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### SECTION 1 - INTRODUCTION

- 1.1 Overview** City of Peoria Intergovernmental Affairs Office (City) requests proposals from firms interested in providing consulting and technical support services for government and community relations. Experience working with municipalities or other government entities is highly desirable.
- 1.2 Background** The City of Peoria, Arizona was incorporated in 1954 and is located in the northwest metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a City Manager. The City operations are supported by approximately 1,000 full-time and 300 part-time employees.
- The City limits consist of approximately 178 square miles of residential, commercial, industrial and municipal developments. The City has an estimated population of 150,000.
- 1.3 Statement of Intent** It is the intent of the City to create multiple source contracts that will fulfill the need for a variety of City government needs. Firms may offer services for all or a specialty subset of the classifications listed in the Scope of Work. The initial awarded firms will be awarded term contracts, which will be extended per the Special Terms and Conditions, Page 8, Paragraph 7.
- The City will accept additional proposals from firms prior to the extension of current awarded contracts. The submitted proposals will be evaluated based on the existing criteria and may be awarded if deemed appropriate. Any newly awarded contracts would be in affect only for the remainder of the original contract term.
- Consultants that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.
- No selected consultant is guaranteed a project. The City reserves the right to waive use of the selected consultants where, in the City's judgment, other selection methods may be more appropriate.
- Once the City awards an on-call contract to multiple qualified firms, authorized City staff will contact the firms whose service offerings most closely match the services needed for a particular project. Those selected firms will be asked to provide specific qualifications and price quotes for the project at hand in order for an appropriate decision to be made by the City prior to final recommendations and project award. Qualifications and specific skills will be equally considered, along with cost, in determining the most responsive firm and, subsequently, receiving award of the project.
- 1.4 Period of Service** Consultant's services shall be requested and performed on an as-needed basis. The contract for consultants for Category 1, 2, 3 and 4 will become effective on or about July 1, 2010, and will be in effect for one (1) year, through on or about June 30, 2011. Consultant shall perform services in accordance with the schedule(s) provided by City staff. Failure on the part of Consultant to adhere to such work schedule(s) shall be sufficient grounds for cancellation of their contract.



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### SECTION 2 - SCOPE OF WORK

- 2.1 Overview of Requirements** - This Section contains a brief description of the types of services the City expects to be performed, and is not a complete listing of all services that may be required. Government and community relations services include a range of topics, such as community outreach, development and presentation of promotional materials, outreach with local officials and business leaders, and government relations.

Offerors should describe in detail, by category, the level and types of experience and skills they can provide and demonstrate their expertise in each category for which the Offeror would like to be considered. Offeror shall state clearly the categories it is sufficiently qualified to perform and, ideally, propose the same lead staff to perform in similar roles for all City projects under this RFQ.

Consultant shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and specifications of this RFQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract. In addition, any requested reimbursable expenses shall be in accordance with Page 15 of this Contract, Special Terms and Conditions Section 41, Project Travel Reimbursable Expenses.

- 2.2 Category 1 – State Legislative Consulting Services** - Recommend and perform appropriate liaison and follow-up work on behalf of the City in any positive manner that the Intergovernmental Affairs Office determines to be in the City's best interest.

Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with the Governor, legislature and various state agencies.

Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with Maricopa County and with cities and communities within Maricopa County. Meet with elected officials, local chamber of commerce groups, Boards, and Valley leadership groups to provide information and education on specific issues impacting the city of Peoria as directed by the Intergovernmental Affairs Office.

- 2.3 Category 2 – Federal Legislative Consulting Services** - Recommend and perform appropriate liaison and follow-up work on behalf of the City in any positive manner that the Intergovernmental Affairs Office determines to be in the City's best interest.

Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with federal agencies.

Engage in advocacy to promote the City's position on priority issues, including contacts with the Arizona Congressional delegation, other members of Congress, federal officials or key interest groups.

Provide advocacy on identified issues on behalf of the City in a manner that the Intergovernmental Affairs Office determines to be in its best interest.



## SCOPE OF WORK

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- 2.4 Category 3– Community Outreach** - Advise the Intergovernmental Affairs Office or designee on outreach plans or serve as the City’s on-the-ground project representatives to implement outreach programs.
- Meet with elected officials, local chamber of commerce groups, neighborhood groups, Boards, and Valley leadership groups to provide information and education re: specific legislative or policy issues.
- Establish and maintain positive working relationships on behalf of the City with elected officials, business leaders, and stakeholders in communities.
- 2.5 Category 4 – Development and Presentation of Promotional Materials** - Prepare persuasive advocacy materials for use with public officials, including decision maker briefs, position papers, findings, motions and resolutions.
- Work with the Intergovernmental Affairs Director or designee to identify issues to be highlighted with the public, elected officials, community groups, etc.
- Assist the Intergovernmental Affairs Director or designee with refining communication goals and strategies, identifying target audiences and defining and implementing effective public communication programs (e.g. coalition building and grassroots organizing).
- Develop promotional and presentation materials. Assist with briefings.
- 2.6 City’s Responsibilities** - City shall furnish consultant(s), at no cost to the consultant, the following information or services for this contract:
- A. One copy of data pertinent to the work. However, consultant shall be responsible for research and requesting information required for the project.
  - B. All available data and information relative to policies, standards, criteria, studies, etc.
  - C. Designate the name of a City employee who will serve as the contract manager during the term of this contract. The contract manager has the authority to administer this contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by City on any aspect of the work shall be directed to the contract manager.



## SUBMITTAL REQUIREMENTS

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### SECTION 3 – INSTRUCTIONS AND EVALUATION

- 3.1 Proposal Format** Proposals shall be submitted in one (1) original and three (3) copies and one electronic copy (PDF format on CD-ROM) on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 15 pages, including resumes.
- 3.2 Schedule:** The following is the current schedule for this solicitation. Please be advised that these dates are subject to change as deemed by the City.
- |                |                   |
|----------------|-------------------|
| April 22, 2010 | Submittals Due    |
| July 1, 2010   | Anticipated Award |
- 3.3 Proposal Content:** The following items shall be addressed in the proposal submission. Please note content may be different dependent upon the category:
- Responses for more than one (1) category may be submitted by submitting separate sealed proposals for each category.
  - Marketing and sales type information shall not be included. The page maximums are intended to encourage focused responses.
- A. Method of Approach:
- Understanding of the service category requirements.
  - Describe your project management methods and how you would propose to coordinate projects in the service category with City staff.
  - Include a one-page cover letter which addresses the criteria listed herein.
  - Location of office performing the services.
- B. Firm's Similar Experience/Projects:
- Public sector experience preferred.
  - Describe your firm's specific areas of expertise and demonstrate your firm's ability to work successfully with the leadership with both political parties. (Not applicable to category 4).
  - Identify and describe your firm's experience with three (3) similar projects within the past five (5) years. Provide the client's contact name, and current contact information including phone number and e-mail address.
  - Response shall be specific and complete in every detail with concise information of your firm's ability to meet the objectives of the requested services.



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### C. Staff's Assignments and Experience:

- List examples of similar projects for which your key personnel were directly involved. Include brief scope, date of services and staff involvement. Public sector experience preferred.
- Resumes for each key team member shall be limited to a maximum length of two (2) pages for each team member.

### D. Cost/Fee:

- Provide a base fee schedule with hourly rates broken down by area of expertise (professions) for the services specified in the scope of work.

### E. Compliance with Request for Proposal:

- Any exceptions to any part of the City's terms and conditions must be clearly noted and identified on page 22.

**3.4 Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Method of Approach;
- b. Firm's Similar Experience/Projects;
- c. Staff's Assignments and Experience;
- d. Cost/Fee;
- e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

### 3.5 Proposal Due Date and Contact Information:

**Proposals are due no later than 5:00 P.M. on April 22, 2010.**

Proposals shall be submitted in one (1) original and three (3) copies and one (1) CD-ROM and shall be delivered to:

City of Peoria - Materials Management  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.



## SUBMITTAL REQUIREMENTS

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Materials Management  
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*Company Name*

*Company Address*

RFP# P10-0059, Consultant Services for Lobbying  
Attention: Christine Finney, Buyer II

No faxed or electronic proposals will be considered. Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of proposal at the proper location by the specified date and time;
- Providing the number of copies and CD-Rom as requested;
- Adherence to maximum page requirement.

The RFP must follow the format as described herein with a minimum 10 point type. Adherence to the maximum page criteria where identified is essential. Each page side (maximum 8 ½" x 11") which contains information will be counted. Pages that have project photos, charts, graphs, or other illustrations will be counted toward the maximum number of pages. The cover, single page introduction letter, table of contents page, and tabbed divider pages will not be counted if they do not contain submittal information.

The City of Peoria desires multiple awards to multiple qualified firms. Firms submitting for more than one category may do so by providing a separate sealed proposal for each category (including copies). Each proposal will be evaluated individually and separately of each other. The selection committee will then determine, if qualifications are met, which, if any, award is in the best interest of the City.

All questions regarding this solicitation should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: [Christine.Finney@PeoriaAZ.gov](mailto:Christine.Finney@PeoriaAZ.gov)

***Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this RFP, at any time, in any venue, is strictly prohibited and will be grounds for disqualification.***



## QUESTIONNAIRE

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**Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:**

Not Applicable



## QUESTIONNAIRE

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Solicitation Number: **P10-0059**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

If yes, please provide details and documentation of the certification.