



# 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. Four (4) Date: 3/24/14

Buyer: Christine Finney

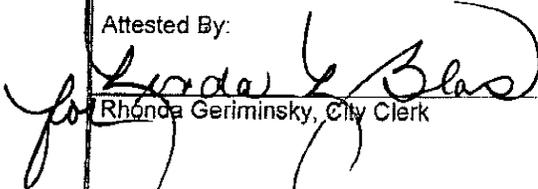
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/14.

THE NEW CONTRACT TERM IS: 07/01/14 to 06/30/15

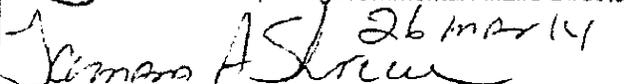
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>6/23/14</u>	Ron Ober President	Policy Development Group, Inc.
Signature	Date	Typed Name and Title	Company Name
3636 N. Central Ave. #590		Phoenix	AZ 85012
Address		City	State Zip Code

Attested By:

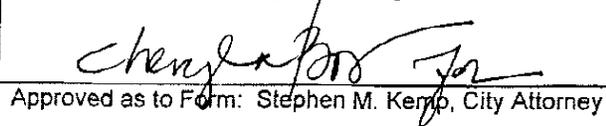
  
Rhonda Geriminsky, City Clerk

  
Director John Schell, Intergovernmental Affairs Director

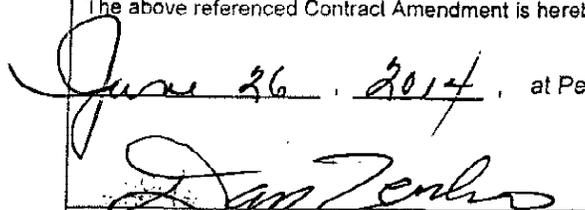
26 March 14  
  
Department Rep: Tammy Shreeve, Council and Grant Program Manager

CC Number

ACON25510D  
Contract Number

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

The above referenced Contract Amendment is hereby Executed

June 26, 2014 at Peoria, Arizona  
  
Dan Zenko, Materials Manager



City Seal

Copyright 2003 City of Peoria, Arizona  
(Rev 01/05/09)

Official File

ACON25510D



# 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.

*Ron Ober* 5/16/2013  
Signature Date

Ron Ober  
President  
Typed Name and Title

Policy Development Group,  
Inc.  
Company Name

3636 N. Central Ave. #590  
Address

Phoenix  
City

AZ  
State

85012  
Zip Code

Attested By:

*Rhonda Geriminsky*  
Rhonda Geriminsky, City Clerk

*John Schell*  
Director: John Schell, Intergovernmental Affairs Director  
6 May 13

*Tammy Shreeve*  
Department Rep: Tammy Shreeve, Council and Grant Program Manager

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



CC Number

ACON25510C  
Contract Number

The above referenced Contract Amendment is hereby Executed

*June 4, 2013*, at Peoria, Arizona

*Dan Zenko*  
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.

*Ron Ober* 5/29/12  
Signature Date

Ron Ober  
President

Policy Development Group,  
Inc.

Typed Name and Title

Company Name

3636 N. Central Ave. #590

Phoenix

AZ

85012

Address

City

State

Zip Code

Attested By:

*Wanda Nelson*

Wanda Nelson, City Clerk

*John Schell*

Director: John Schell, Intergovernmental Affairs Director

*Tammy Shreeve* 16 May 12

Department Rep: Tammy Shreeve, Council and Grant Program Manager

*Stephen M. Kemp*

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



CC Number

ACON25510B

Contract Number

The above referenced Contract Amendment is hereby Executed

June 18, 2012 at Peoria, Arizona

*Dan Zenko*

Dan Zenko, Materials Management Supervisor

City Seal

Copyright 2003 City of Peoria, Arizona  
(Rev 01/05/09)

Official File

A CON 25510B



# 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.

*[Signature]*  
 Signature

4/29/11  
 Date

Ron Ober  
 President  
 Typed Name and Title

Policy Development Group,  
 Inc.  
 Company Name

3636 N. Central Ave. #590  
 Address

Phoenix  
 City

AZ  
 State

85012  
 Zip Code

Attested By:

*[Signature]*  
 Rhonda Nelson, City Clerk

*[Signature]*  
 Director: John Schell, Intergovernmental Affairs Director

City Manager: Carl Swenson  
 Ellen von Ripper, Assistant City Attorney

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



CC Number

ACON25510A  
 Contract Number

The above referenced Contract Amendment is hereby Executed

May 10, 2011, at Peoria, Arizona

*[Signature]*  
 Herman F. Koebergen, Materials Manager  
 For

City Seal

Copyright 2003 City of Peoria, Arizona  
 (Rev 01/05/09)

Official File

A CON 25510A



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



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: Ron Ober, President Telephone: 602.274.4244 Fax: 602.274.8339  
 Company Name: Policy Development Group Inc. Authorized Signature for Offer: [Signature]  
 Address: 3636 N. Central Ave #590 Printed Name: Ron Ober  
 City: Phoenix State: AZ Zip Code: 85012 Title: President

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: [Signature] City of Peoria, Arizona. Effective Date: June 1, 2010  
 Mary Jo Waddell, City Clerk Approved as to form: Ellen Van Riper, Assistant City Attorney  
 CC: [Signature] Stephen M. Kemp, City Attorney  
 Contract Number: ACON 25510 Contract Awarded Date: 5/26/10  
 Official File: \_\_\_\_\_ [Signature] Carl Swenson, City Manager



***ORIGINAL***

**P.D.G.**

**POLICY DEVELOPMENT GROUP**

\*\*\*\*\*

Peoria Solicitation P10-0059  
Category 3 – Community Outreach  
April 22, 2010



POLICY DEVELOPMENT GROUP

Christine Finney  
City of Peoria – Materials Management  
98756 N. 85<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

April 22, 2010

Dear Ms. Finney,

Enclosed is our response to Peoria Solicitation P10-0059. We appreciate the opportunity to provide our qualifications as related to this proposal for a Request for Consultant Services for Lobbying. The enclosed information specifically responds to Section 2-Scope of Work, 2.2 Category 3 - Community Outreach.

Policy Development Group, Inc. (PDGi), centrally located in Phoenix, has extensive knowledge and bipartisan experience in partnering with a number of municipalities and other entities to perform Community Outreach. Initially, we would propose to schedule an all-hands meeting with (PDGi) and Peoria City officials to develop a plan to do the following:

1. Identify our team leader, roles and responsibilities of each team member, and reporting requirements;
2. Identify specific projects, programs, and goals the city is interested in achieving;
3. Identify all external and internal factors associated with the city's ability to achieve their goals and objectives; and
4. Identify all methods, tasks, deadlines and team assignments needed to reach specific milestones over a specified period of time.

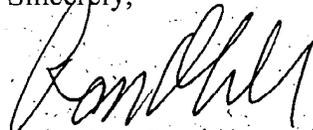
This initial strategic meeting will help us identify your projects and the goals and objectives needed to develop the appropriate course of action, key personnel that will be involved, and how to ensure success. Our recommendations will include options such as Web-based outreach, community meetings and workshops, and other methods with key stakeholders in the community to improve an understanding of the city's goals. We will update this plan with regularly scheduled progress meetings to review the status of projects and adjust our strategy as needed.

Our management approach will be a single point of contact at PDGi while exercising open communication lines with all members of our team and city staff. We understand the need for open communication with our client and keeping them informed at all times. Every effort will be made to keep an open dialog with the city through telephone calls, emails, and project meetings as needed.

We have successfully represented both private and public sector clients relating to Community Outreach issues. These include, but are not limited to: the City of Peoria, Arizona Department of Transportation (ADOT), the City of Avondale, Resolution Copper, and United for Tusayan. In 2000, we added a strategic communications company, Critical Public Relations (CPR) to our firm in order to develop and implement strategic public relations initiatives and activities. The combination of a public affairs firm teamed with a strategic media company assures that all aspects of community outreach are achieved including stakeholder engagement, community outreach, social media and traditional initiatives. We have the tools to ensure effectively and efficiently that the City of Peoria achieves the type of community outreach that its residents deserve to receive.

Thank you for the opportunity to apply. We would be honored to represent the City of Peoria, once again.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Ober", written in a cursive style.

Ron Ober, President

Policy Development Group, Inc.  
3636 N Central Ave. Suite 590  
Phoenix, Arizona 85012  
602.274.4244

## 2.4 Category 3 Community Outreach

### Policy Development Group, Inc.

Since its beginning in Phoenix in 1991, Policy Development Group, Inc. (PDGi) has established itself as a leader in providing thoughtful and cutting edge solutions to complex problems. We provide our public and private sector clients the very best creative and inventive thinking when developing public affairs and public relations strategies.

PDGi is a bipartisan firm whose team members have diverse public and private sector experiences. Drawing talented individuals from both political parties and all levels of government service has proven invaluable as we advocate for clients. In fact, the team focuses solely on positive outcomes for our clients, not partisan outcomes. Additionally, our clients rarely, if ever, are affiliated with a single political party or philosophy which affords PDGi the ability to work easily with elected officials from both parties. Finally, each principal at PDGi actively participates in the political process and does so in a bipartisan way.

The services we proudly offer include: developing public affairs strategies and plans, legislative lobbying, advocacy and tracking, public involvement and community relations support (grassroots and grasstops), public policy event planning, procurement strategies and networking, and regulatory problem solving.

With nearly 20 years of history in public affairs and advocacy, PDGi has had tremendous success representing Cities, Towns, State Agencies, corporations, and other governmental entities. We have successfully assisted clients in securing Federal and State appropriations, identifying and obtaining Federal and State grants, and advocating for them on a broad range of policy-related issues and legislation with elected and non-elected officials across all levels of government.

One hallmark of PDGi is an ability to deal concurrently with multiple levels of government and the private sector to achieve an overall objective. For example, one of our clients – Resolution Copper Company – seeks to build and operate a copper mine just outside of the Town of Superior, Arizona. We actively advocate for a Federal legislative land exchange; we oversee coordination and communication with stakeholder groups, elected officials at all levels, and non-governmental organizations; we advocate for legislation related to the Federal land exchange at the Arizona State Legislature; we coordinate grassroots support for the project; and we coordinate media efforts on their behalf.

**PDG**

POLICY DEVELOPMENT GROUP

Pursuant to the Request for Proposal, we have provided a summary of three projects with objectives similar to those outlined in Solicitation # P10-0059.

**1. Arizona Department of Transportation Summary of Public Outreach Experience  
(January 2005 to June 2009)**

PDGi provided an extensive and balanced approach in public involvement, government relations, and public relations services for the Arizona Department of Transportation (ADOT) on a number of transportation corridors in Maricopa County. PDGi's experience in leading and managing multiple teams of organizations working together on common policy objectives complemented ADOT's public involvement needs and brought innovation, creative thinking and dynamic ideas to a significant public sector entity looking to enhance its public profile on several important statewide projects.

PDGi's community involvement experience includes efforts with several municipalities in Maricopa County (Avondale, Tolleson, Peoria, Goodyear, Laveen, Litchfield Park, Buckeye, Ahwatukee and Phoenix) to conceptualize, design, test, and implement major policy initiatives, including transportation-specific projects, with the strong support of their respective communities. PDGi was responsible for building relationships with municipal policy makers and ADOT staff in an effort to communicate effectively and build coalitions, recognize problems before they occur, and create strategies and implement processes to solve those problems. PDGi's bipartisan and dynamic team was invaluable in effectively communicating and moving forward ADOT's priorities at all levels of government and with key community stakeholders. PDGi was involved actively in many aspects of freeway design, National Environmental Policies Act (NEPA) processes, and actual construction projects. PDGi was the team leader, in conjunction with HDR Engineering, on the following transportation corridors:

**South Mountain Freeway: Extension of Loop 202 through Ahwatukee**

- Coordinated and staffed all South Mountain Citizens Advisory Team (SMCAT) meetings. Required extensive background on project details related to proposed routes, property acquisitions, and environmental impacts of proposed freeway
- Kept local elected officials updated on project status and community involvement efforts
- Served as media relations conduit between newspaper and television outlets
- Attended all community events in both the Ahwatukee and Laveen communities
- Coordinated distribution of meeting invites and newspaper advertising
- Created Web site and distributed all newsletters, e-mail distributions

**State Route 801: Interstate 10 reliever project from Loop 202 South Mountain to Loop 303 in the West Valley**

- Coordinated and staffed all Draft Environmental Assessment public meetings and workshops
- Met with local elected officials and key staff members in the City of Phoenix, Avondale, Goodyear and Buckeye to discuss corridor assignments and economic impacts and affects on local roadway projects and general plans
- Met with community leaders and organizers to discuss potential impacts in their neighborhoods and businesses
- Created and distributed all newsletters, e-mail distributions, and Website development and message maintenance
- Developed Web site and maintained public messaging

**Loop 303: I-10 to SR 801- New freeway project connecting Loop 303 to SR 85 in the West Valley**

- Coordinated and staffed all public hearings and notifications
- Met with local elected officials and key staff members from the City of Goodyear and Buckeye to discuss alignment options

**I-10 Expansion Project**

- Attended monthly meetings with key staff meetings from the City of Avondale, Goodyear and Buckeye to coordinate construction schedules and its impacts on local traffic
- Met with local elected officials on a regular basis to promote construction updates and keep them informed
- Coordinated messaging with media outlets on construction updates and promote positive message of freeway expansion
- Coordinated distribution of construction updates to local businesses, leadership groups, chambers of commerce
- Coordinated weekly construction updates outreach using a door-to-door campaign focused on local businesses affected by construction-related closures.

<b>Key Staff</b>	<b>Role</b>
Ron Ober	Project manager, strategy
Dean Howard	Government relations and community outreach
Andy Jacobs	Communications/ public involvement, stakeholder outreach and government relations, media relations
Troy Corder	Media relations

**Reference:**

Arizona Department of Transportation  
Brock Barnhart, Community Relations Project Manager  
206 S. 17th Avenue  
Mail Drop 118A  
Phoenix, AZ 85007  
(602) 712-8147  
bbarnhart@azdot.gov

## **2. United for Tusayan/Grand Canyon Exchange Summary of Public Outreach Experience**

**(February 2007 to Present)**

PDGi remains extensively engaged in the ongoing formation of Arizona's 91<sup>st</sup> municipality, the Town of Tusayan, after running a successful election campaign to incorporate the Town in March 2010. This unique project is a shining example of PDGi's keen ability to bridge seamlessly private and public sector interests into a historic opportunity for Arizona.

Public outreach efforts led by PDGi set in motion a new course for the Town and its residents, and built a lasting foundation to improve the Town's long term growth and development outlook. PDGi's combined experience in campaign management, public relations and grassroots development, executed by its highly skilled team members, drove the campaign to achieve the goal of incorporation, with a winning vote of 63 percent to 37 percent on Election Day.

The issue of incorporation in Tusayan, a town of more than 500 people located just outside Grand Canyon National Park; had been debated for a decade.

- A. **Campaign Management** - After carefully building strategic relationships with key stakeholders, businesses and residents, PDGi crafted a positive campaign strategy that sought to include new voices to the process, and build grassroots support one person at a time. PDGi developed message themes that led to greater understanding of the issues by Tusayan residents who previously did not participate in the political process.
- B. **Grassroots Development** - PDGi assisted in identifying new voters and registering them utilizing ballot drives and hosting informational gatherings that built a new and continually growing network. Those who learned about the issues and supported incorporation, in turn, brought their friends and families to join as the campaign progressed.
- C. **New Media** - As the grassroots movement grew larger, PDGi executed a groundbreaking media messaging campaign, utilizing social networking, Web sites, creative Web/DVD videos, and up-to-the-minute campaign updates accessible to all residents. The media campaign effectively kept everyone involved, up-to-date and informed.

D. **Government Relations** – PDGi’s longstanding knowledge of the political process and relationships with bipartisan government leaders in Arizona has proven invaluable as the Town has begun the process of assembling a new government structure. The trust between Tusayan residents and PDGi has enabled the relationship to thrive beyond the campaign and into the next phase of Tusayan’s development as a town. The diverse political needs in Tusayan require PDGi’s bipartisan and dynamic team approach to produce substantive results in the town’s new endeavor.

The combination of a grassroots-building effort, effective new and traditional media messaging, and strategic campaign management led to Arizona’s newest town. PDGi and the Town of Tusayan have partnered in the shared vision of making the town the “Gateway to the Grand Canyon.”

<b>Key Staff</b>	<b>Role</b>
Todd Baughman	Legislative outreach, stakeholder development, public outreach
Andy Jacobs	Stakeholder development, public outreach, media relations
Troy Corder	Media relations
Ron Ober	Project manager, strategy
Kathy Senseman	Legislative coordination
Jason Isaak	Legislative coordination

**Reference:**

Grand Canyon Exchange, LLC:  
 Thomas A. DePaolo  
 7610 E McDonald Drive, Suite L  
 Scottsdale, AZ 85258  
 (480) 991-7930  
[tdmedallion@qwestoffice.net](mailto:tdmedallion@qwestoffice.net)

### **3. Resolution Copper Mining Company Summary of Public Outreach Experience (August 2003 to Present)**

Resolution Copper Mining is located in Superior, Arizona, a community with a strong mining tradition. The community had grown critical of large mining companies and was looking at alternative economic generators to restore the community to its vibrant former self. Local leaders were very cynical of a new mining operation that would return Superior to a town dependent on mining. Many current residents survived the hardships associated with the Old Magma Mine and wanted to avoid repeating history.

Resolution Copper Mining Company needed to convince residents that they were a different kind of mining company - one that is committed to the community. Further complicating matters, Resolution Copper is in need of a congressional land exchange to complete exploration work, which will determine if developing the mine is feasible. Successful passage is dependent on having the support of the local communities.

Resolution Copper and PDGi partnered with stakeholders by organizing dozens of meetings; routinely briefing the City Council on the status of the project and land exchange; and investing in projects that are important to the residents of the area. A recent poll showed 90 percent of the residents in Gila and Pinal Counties supported the development of the Resolution Copper Mining Company project.

The PDGi strategy included three major components:

#### **A. Creating advisory committees in Pinal and Gila Counties.**

- Advisory committee received regular project and land exchange briefings
- Serve as outspoken advocates of the project and send letters or call key members of our congressional delegation when appropriate
- Attend, in large numbers, high profile meetings including town halls with Secretary of Agriculture Tom Vilsack; Secretary of the Interior Ken Salazar and Senator John McCain
- Develop reputation as an excellent sources for news articles written about the project and its importance to the community

**B. Developing strategic media relations.**

- Provide regular editorial and reporter status updates on project and legislation
- Sought and received editorial endorsements for Resolution Copper Mining Company in the *Arizona Republic*, *Arizona Daily* and every weekly newspaper in the "Copper Triangle"
- Facilitated the placement of editorials and news articles at critical times during the legislative process
- Developed talking points and prepared Resolution Copper Mining Company staff prior to all significant media interviews

**C. Utilizing various forms of social media**

- Created website that focused on the environmental and economical benefits of the Resolution Copper land exchange
- Shared project milestones and updates through RSS feeds
- Built community support utilizing Web 2.0 strategies including YouTube and Facebook
- Identified key individuals for Web site testimonials to personalize the impact the mine will have on stakeholders

<b>Key Staff</b>	<b>Role</b>
Ron Ober	Project manager, strategy, community relations, stakeholder development, legislative coordination and outreach, regulatory issues monitoring
Troy Corder	Media relations, community involvement
Todd Baughman	Legislative outreach, stakeholder development, public outreach
Jason Isaak	Legislative outreach, event coordination
Kathy Senseman	Legislative outreach
Andy Jacobs	Community relations, elected official outreach

**Reference:**

Resolution Copper Mining Company  
Jennifer Russo, Manager of Communications and External Relations  
2525 E Biltmore Circle Suite C-138  
Phoenix, AZ 85016  
(602) 956-0223 x15  
[jennifer.russo@resolutioncopper.com](mailto:jennifer.russo@resolutioncopper.com)

## Strategic Communications

Critical Public Relations (CPR), a PDGi sister company, was created to provide strategic public relations support to all PDGi clients. We work closely with the public affairs team to identify opportunities that help shape a public policy debate. CPR is at the forefront of blending both traditional media approaches and new media strategies (blogs, YouTube and Facebook). Our keen understanding of how reporters think and our knowledge of what they consider as a story have helped us build better relationships with the media and gain the best possible outcome for our clients. We recognize that our clients know their business better than we do, so we spend time training our clients to identify potential stories and our team makes sure our clients know what to do if the media calls or shows up at their offices. CPR has received recognition for award winning media campaigns from the International Association of Business Communications (IABC) and the Public Relations Society of America (PRSA).

## Fee/Cost

PDGi will negotiate a monthly retainer with a "not to exceed" total for the tasks assigned.

## Narrative Resumes

Our team represents a broad cross-section of Arizona politics, giving PDGi and its bipartisan philosophy a natural advantage in achieving results. PDGi recognizes that moving Arizona forward requires ideas and relationships that go beyond partisan politics, and has proven we can be successful in any given political landscape.

### RON OBER

#### **Background**

Ron has always had a passion for public policy and helping people find common ground. He entered the political arena when he was just 17 years old as the youth coordinator for a United States Senate campaign. Two years later, he ran Dennis DeConcini's campaign for Pima County Attorney and in 1976 he managed DeConcini's successful campaign for United States Senate. Ron continued to work with Senator DeConcini, as his Administrative Aide, splitting his time between Washington, D.C. and Arizona.

#### **PDGi Experience**

PDGi was founded in 1991 with the intention of creating a new brand of public affairs. Ron works with the PDGi team to develop strategies, which enable clients to accomplish their goals and ensure that the firm is always seeking creative, cutting-edge solutions.

While coordinating the election effort that led to the building of the Cardinals' Stadium, Ron worked closely with a local public relations team. Shortly thereafter in December 2000, PDGi established Critical Public Relations (CPR), a full service public relations firm. Strategic communications is often the key to successful negotiations and messaging in the public domain and can positively impact public policy. The partnership has brought added value to all PDGi clients.

Ron believes politics and business can work effectively together and the PDGi team reflects that attitude. PDGi specializes in identifying and achieving best case scenarios for all our clients.

### JASON ISAAK

#### **Background**

Jason is a Tucson native who spent nearly eight years in Washington, D.C. and has an extensive knowledge of Capitol Hill and the executive branch. As Legislative Director for Congressman Jim Kolbe, he was responsible for the Appropriations Committee work -

primarily the Treasury, Postal Service and General Government Subcommittee, which Congressman Kolbe chaired. Additionally, he oversaw the legislative staff and had legislative responsibility for defense, law enforcement and the judiciary, immigration, education, currency reform, and banking issues.

Jason received his bachelor's degree in English from Baylor University. While serving on Capitol Hill, he was honored to attend the United States Naval War College where he received a diploma from the College of Naval Command and Staff. He is currently serving as an Honorary Commander of the 56th Maintenance Group at Luke Air Force Base.

#### **PDGi Experience**

Jason joined PDGi in December 1998 after moving back to Phoenix from Washington, D.C. His experiences on Capitol Hill have enabled him to be an effective government advocate, seamlessly navigating clients through the policy-making complexities at federal, state and local levels.

Jason is involved in the in the strategic planning for clients in both the public and private sectors. As part of the PDGi lobbying team, Jason's experience and skill provide him with a broadminded prospective allowing him to identify opportunities within problems and to develop solutions.

#### **KATHY SENSEMAN**

##### **Background**

Kathy began her political involvement during her college years at the Claremont Colleges. She worked on Capitol Hill and later developed constituent relationships in the district office for U.S. Rep. Bill Thomas (Ret.). After college, Kathy became a policy advisor at the California State Capitol to a State Representative and Senator. She also ran several key legislative races throughout the state.

In 1997, Kathy moved to Arizona and became the executive director of FARE—Fiscal Accountability Reform Efforts, an entity created to promote fiscal responsibility in state government. She then became a public affairs supervisor for Southwest Gas in 1998, where she spent ten years working on energy, tax and natural resources public policy issues. She has developed strong and lasting relationships with key elected officials and staff on both sides of the aisle and the Governor's office. Kathy is currently the chairperson of the Challenger Center and on the board of the Arizona Community Action Association. She serves as a Chair of the Home Energy Assistance Fund.

### **PDGi Experience**

Kathy has demonstrated the unique ability to analyze an issue, identify the impact on a client and develop a strategy to achieve the client's goals. Her strong relationships with legislators ensure that PDGi client voices are always considered before a decision is made. As a result, PDGi possesses one of the most successful track records lobbying the Arizona Legislature.

### **DEAN HOWARD**

#### **Background**

Dean is an Arizona native and worked with local commercial and retail developers in the 1990s. After leaving the private sector, he started working in the public service arena as a data analyst at the County Supervisors' Association (CSA). After two years as an analyst he developed an extensive background in county budgets, revenues and taxes. He lobbied for CSA for five years with a focus on taxation, budget and personal issues.

In 1996, he became the Chief of Staff for Phoenix Councilman Dave Siebert. At the City of Phoenix, he worked closely with elected officials, senior staff, and community and business groups on issues related to zoning projects, economic development programs, and anti-crime initiatives. He also spent time working in the Phoenix Economic Development Department where he was actively involved in pursuing a location for the Arizona Cardinals' stadium. Dean also spent five years working in the City Manager's office in the City of Goodyear where he was involved in land issues related to Luke Air Force Base. He is a former Luke Air Force Base Honorary Commander and past president of Leadership West.

#### **PDGi Experience**

In 2005, Dean joined the PDGi team. His county and municipal experience is very helpful to PDGi clients on local government initiatives and procurement efforts. Dean has strong management skills, which are invaluable to clients with complex projects or issues.

Dean has extensive experience in the private and public sectors and has an appreciation for understanding the needs of both private companies and government. Dean helps develop successful strategies and methods for dealing with these issues so PDGi's clients can achieve their goals.

### **LEESA BERENS MORRISON**

#### **Background**

Leesa became the first confirmed director of the Arizona Department of Homeland Security in December 2006. She has been an integral part of homeland and border security issues on national and local levels. Her efforts have included work on counter-terrorism, anti-human trafficking and emergency preparedness.

Prior to Leesa's appointment to the Arizona Department of Homeland Security in 2006, she served as the Director of the Arizona Department of Liquor Licenses and Control for 4 years. She also has 17 years of experience as an Arizona Assistant Attorney General practicing administrative, civil and criminal law.

### **PDGi Experience**

Leesa's broad background lends itself well to the team environment at PDGi. She came to the firm after working as the Arizona Director of Homeland Security, and brought with her a distinct perspective on local, state, and federal issues.

As the Director of two different state agencies, Leesa possesses an unmatched understanding of the processes involved in working with the government. She guides clients through these complexities quickly and creatively.

Leesa has earned respect for her proven record of bipartisanship on numerous policy issues. She strengthens the bipartisan spirit PDGi upholds.

NOTE: In June 2009 Leesa Berens Morrison joined the PDGi team bringing a diverse background in Federal, State, and local policy matters. As former Director of the State Liquor Department and the State Department of Homeland Security, she understands not only the internal demands of city government but also the complexities of state, federal and private sector relationships

### **TROY CORDER**

#### **Background**

Troy began working as an intern for Senator John McCain and then worked for two Arizona governors, Fife Symington and Jane Hull. Troy focused on constituent services and special projects while working for Governor Symington, and performed advance work for Governor Hull, managing the details of her schedule and travel. As a result, Troy developed and maintained relationships with members of the media throughout the state.

Troy left the Governor's office to become a promotions manager for a local advertising firm, where he managed public exhibits such as the Arizona Department of Health Services Tobacco Prevention Program.

After being promoted to Account Executive, Troy teamed up with Policy Development Group, Inc. to win a successful public tax election which created The Tourism and Sports

Authority—the entity responsible for the construction of the Arizona Cardinals’ football stadium.

### **PDGi and CPR Experience**

Following the Arizona Cardinals’ stadium election, Troy joined PDGi and helped establish Critical Public Relations. Troy brings experience and perspective when developing a media plan for a client. He clearly understands how reporters think and what they consider a “newsworthy” story. Troy always leverages his media knowledge and relationships to secure the best outcomes for PDGi and CPR clients. To meet the demands of clients concerned with rapid media responses, Troy coordinates the development of crisis communication plans and hour one protocols for PDGi and CPR clients.

Under Troy’s leadership, CPR has designed and implemented several successful initiatives including Proposition 201--the statewide ban of smoking in public places.

### **ANDY JACOBS**

#### **Background**

In 1999, Andy worked as an intern for Senator Kyl on Capitol Hill. After graduating from college in 2002 with a degree in Business and Journalism, Andy moved back to Arizona and began reporting for the Ahwatukee Foothills News.

Andy rejoined Senator Kyl’s office in 2002 where he provided legislative support and was deeply involved in rural constituent outreach on a variety of issues. His experience gained working in Senator Kyl’s office enabled him to develop lasting relationships throughout Arizona.

#### **PDGi Experience**

During his tenure in Senator Kyl’s office, Andy had several opportunities to collaborate with PDGi on rural issues. Andy joined the firm in 2008. He brought with him an in-depth understanding of rural Arizona communities and strong relationships with those residents which is an invaluable asset to PDGi and our clients.

## **TODD BAUGHMAN**

### **Background**

Todd earned a degree in accounting from the Master's College in Santa Clarita, California, after which he worked as an accountant in both California and Hawaii.

He moved back to Arizona in 2005 and transitioned into politics when he became the Deputy Treasurer for Senator Jon Kyl's reelection campaign in 2006. As Deputy Treasurer, Todd was responsible for the finances of the \$15 million campaign, which included supervising the financial staff and coordinating the Federal Election Commission campaign finance reports. He also advised the campaign manager and Senator on the campaign's fiscal and budgetary status.

### **PDGi Experience**

Todd is a key member of our state legislative team. With his accounting background, Todd brings both a valuable perspective to the firm and a dedicated work ethic to assist in developing the best strategies and outcomes for PDGi clients.

Todd has developed excellent relationships in rural Arizona and coordinates rural and regional initiatives. His strong communication skills have helped PDGi clients establish and maintain key relationships throughout Arizona.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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:



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- 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

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

- 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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

### Materials Management Procurement

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

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:



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

- 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.



## 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 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

Solicitation Number: **P10-0059**

### Materials Management Procurement

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

- 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

Solicitation Number: P10-0059

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### 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.



## SUBMITTAL REQUIREMENTS

Solicitation Number: P10-0059

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 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

Solicitation Number: **P10-0059**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

*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

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

Solicitation Number: P10-0059

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

N/A



## QUESTIONNAIRE

Solicitation Number: P10-0059

### Materials Management Procurement

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

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.