CONTRACT AMENDMENT

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

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

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.

Signature	Date	Typed Name and Title	Company Name
	4/8/14	Nick Simonetta Government Relations Consultant	KRB Consulting, Inc.

Address	City	State	Zip Code
913 W. McDowell Rd.	Phoenix	AZ	85007

Attested By:

Rhonda Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

26 mar 14

Department Rep: Tammy Shreeve, Council and Grant Program Manager

CC Number

ACON25610D
Contract Number

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

The above referenced Contract Amendment is hereby Executed

April 17, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

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

Official File

ACON25610D

CONTRACT AMENDMENT

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

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/31/13 and 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.

Signature	Date	Typed Name and Title	Company Name
	5/30/13	Nick Simonetta Government Relations Consultant	KRB Consulting, Inc.

Address	City	State	Zip Code
913 W. McDowell Rd.	Phoenix	AZ	85007

Attested By:

for Rhonda Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

Department Rep: Tammy Shreeve, Council and Grant Program Manager

CC Number

ACON25610C
Contract Number

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

The above referenced Contract Amendment is hereby Executed

June 4, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal

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

Official File

CONTRACT AMENDMENT

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

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

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.

Signature	Date: 5/24/12	Nick Simonetta Government Relations Consultant Typed Name and Title	KRB Consulting, Inc. Company Name
913 W. McDowell Rd. Address		Phoenix City	AZ State / 85007 Zip Code

Attested By:
Wanda Nelson
Wanda Nelson, City Clerk

Director: John Schell, Intergovernmental Affairs Director

Department Rep: Tammy Shreeve, Council and Grant Program Manager
16 may 12

CC Number

ACON25610B
Contract Number

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

The above referenced Contract Amendment is hereby Executed

June 18, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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

Official File

A CON 25610B

CONTRACT AMENDMENT

Solicitation No.	P10-0059	Page 1 of 1
Description:	Consultant Services for Lobbying (Community Outreach)	
Amendment No.	One (1)	Date: 02/23/11

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

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	Date	Typed Name and Title	Company Name
	4/28/11	Nick Simonetta Government Relations Consultant	KRB Consulting, Inc.

Address	City	State	Zip Code
913 W. McDowell Rd.	Phoenix	AZ	85007

Attested By:

Wanda Nelson, City Clerk

Director: John Senell, Intergovernmental Affairs Director

City Manager: Carl Swenson

Ellen Van Riper, Assistant City Attorney

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

CC Number

ACON25610A
Contract Number

The above referenced Contract Amendment is hereby Executed

May 17, 2011, at Peoria, Arizona

Herman F. Koebergen, Materials Manager

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

Official File

A CON 25610A

ORIGINAL

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. 85th 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: Nick Simonetta

Telephone: 602-294-0202 Fax: 602-368-8395

KRB Consulting, Inc.
Company Name

Nick Simonetta
Authorized Signature for Offer

913 W. McDowell Road
Address

Nick Simonetta
Printed Name

Phoenix AZ 85007
City State Zip Code

Government Relations Consultant
Title

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

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

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

Attested by: Mary Jo Waddell
Mary Jo Waddell, City Clerk

City of Peoria, Arizona. Effective Date: 6-1-10

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

Ellen M. Van Riper
Stephen M. Kemp, City Attorney

CC:

Contract Number: ACON 25610

Contract Awarded Date 5/26/10

Carl Swenson, City Manager

Official File:

COP 203RFP (02/05/10) CW

A CON 25610

KRB CONSULTING Inc.

Legislative & Government Relations

April 21, 2010

City of Peoria - Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345
Attention: Christine Finney, Buyer II
Re: RFP# P 10-0059, Consultation Services for Lobbying

Ladies/Gentlemen:

We at KRB Consulting are pleased to submit our proposals for the above referenced City of Peoria RFP. Our responses will separately address each of Categories 1, 3 and 4 under the RFP's Section 2 – Scope of Work. As permitted under the RFQ, the responses for each Category will be delivered in separate sealed packages.

As I will be the lead person in the organization for this contract, I am particularly pleased to offer this response given that I am also a proud resident of Peoria. Accordingly, while this package contains a firm bio, as well as personal bios, for the sake of focus and brevity, the only resume included is mine.

It is worth noting that while we are not going to offer a formal response to the "Federal Legislative Consulting Services – Category 2" in this package, we have strong strategic relationships with several Washington, DC consulting firms, as well as, strong relationships with members of Arizona's congressional delegation from both parties and direct key relationships within various federal agencies. As part of our response to Category 1, we are happy to include the use and availability of these federal relationships as a *value added component from KRB in connection with Category 1 services we may provide* to augment or spearhead federal intergovernmental efforts on the part of the City.

Similar to our strategic relationships with practitioners at the federal level, we also have a number of key strategic partnerships in Arizona which deepens our own already extensive experience and reach in ways that makes KRB a statewide government relations presence that is uniquely positioned to address the needs and issues of clients at all levels of government, anywhere in Arizona.

The most important relationships to us, however, are those with our clients. Kristen Boilini, Jessica Stall and I share a singular philosophy that has resulted in the maintenance of long and mutually beneficial consultant-client relationships. KRB's approach to all clients is long-term in nature. We focus on developing a deep understanding of the client's needs and approach. Accordingly, in an industry that too often now drifts toward a short-sighted focus on garnering the biggest fee for the least effort over the shortest term, KRB measures success through a long-view prism that focuses on truly knowing and servicing our clients with hard work, unmatchable responsiveness, results oriented efforts and pricing/value that is designed to foster relationships rather than "one-and-done" contracts.

We appreciate the opportunity to provide this response and look forward to your thoughtful consideration of our submission.

Very truly yours,

Nick Simonetta

913 West McDowell Road | Phoenix, AZ 85007 | Phone: 602-294-0202 | Fax: 602-368-8395

www.krbconsulting.com

KRB CONSULTING Inc.
Legislative & Government Relations

KRB Consulting, Inc.
RFP# P10-0059

Response to Category 3 (Section 2 Scope of Work) – Community Outreach

The practitioners of KRB Consulting have substantial experience in the area of community outreach, media outreach and messaging. I note media relations in our treatment of this category because while we have great expertise and experience in connecting and messaging directly to community groups and leaders and neighborhood groups, seizing the opportunity for earned media in appropriate situations can create a substantial enhancement to the dissemination of key messages to the targeted or desired audience/community.

KRB's public sector clients include successful special project engagements for each of Peoria and Glendale, as well as regular representation of Northland Pioneer and Cochise Community Colleges, the Arizona Fairs Association (County Fairs), the Gaming Tribes of Arizona through the Indian Gaming Association, the Central Arizona Irrigation and Drainage Districts, and Electrical Districts 4 and 5.

KRB's project management methods are anchored by the key and indispensable core tenets of communication and coordination with our clients. In order to achieve success on any project in the messaging to a community or particular audience, large or small, the client and consultant must be on the same page in all aspects and details of the effort at hand and also with respect to the goals sought to be achieved. The policy and political matters which are likely to be the subject of a messaging effort are also typically fluid – accordingly regular internal communication, coordination and follow-up are imperative as it is critical to get the message right the first time it is put out in volume.

Ingrained in our methodology is the concept of accessibility and responsiveness to our clients. Very simply, we can always be reached and we will also respond rapidly. We do everything that should be done and more to ensure that there is always a maximum opportunity to achieving the goals set for any project.

We have always provided full services to our clients in the government and public policy realm. That includes meeting their needs with respect to KRB advising on, creating and implementing public affairs and relations outreach and messaging.

In particular, Nick Simonetta has deep and direct professional experience in this category as the former managing editor of a national broadcast wire service, former legislative and communications director of the Arizona State Land Department, and the former Communications advisor to then Senate President Ken Bennett. Simonetta has directed literally hundreds of out-reach efforts throughout Arizona on issues in the latter two positions (both directly to specific constituencies and groups and through the media in all of its forms and formats).

At KRB, we have tremendous relationships on both sides of the isle and have proven over many years that we work extremely well with Republicans and Democrats alike. Kristen Boilini was a staff member in the offices of both Democratic Governor Rose Mofford and Republican Governor Fife Symington. While Nick Simonetta was a high level State Land official in the Hull Administration and a policy advisor to

913 West McDowell Road | Phoenix, AZ 85007 | Phone: 602-294-0202 | Fax: 602-368-8395
www.krbconsulting.com

Republican Senate President Ken Bennett, he garnered a reputation for being able to work across the isle with Democratic members and staff. He also counts among his clients the Democratic Vice Mayor of the Town of Marana. Both Boilini and Simonetta have successfully lobbied bills signed by both Republican and Democratic governors, and have close working relationships with both large numbers of elected Democrats and Republicans, as well as staff, in state and local jurisdictions.

When implementing outreach plans and delivering key messaging, we are proud to say that our credibility is very high because of our tremendous reputations for honesty, integrity and the highest ethical conduct, not because of our individual party affiliations.

In terms of substantive areas of expertise, beyond our tremendous experience and knowledge of the political and government processes in Arizona, as well as the local media, we have particularly deep knowledge in the areas of state budget and public finance, land use and natural resources, transportation, environmental regulation, state trust land, K-12 and higher education, healthcare, recreation on public lands, and business and economic development.

Three projects:

*In connection with the successful drafting and lobbying (of the strenuous opposition of the railroad lobby) of the 2008 AZ Railroad Information Act, Nick Simonetta arranged for and facilitated extensive media coverage of the issue, including two meetings with the editorial board of the *Arizona Republic* resulting in favorable editorials promoting the passage of the measure. Simonetta also directed successful community outreach efforts to citizens who would be most immediately affected by the passage of the measure, which efforts resulted in a grassroots e-mail campaign in support of the bill

Client contact:
Dave Mansheim
Arizona Common Sense
928-539-5520
dmansheim@gowanco.com

Herb Kai
Kai Farms
520-744-1573
herb@kaifarms.com

*In the 2009 legislative session Nick Simonetta was hired by the Arizona Agents Action Alliance to draft and lobby a measure to tighten the enforcement of the state's mandatory auto insurance laws. That measure was successfully passed and then signed into law by the governor. Prior to the measure's October 1st effective date, Simonetta assisted the client in working up an outreach plan to inform the public of the requirements of the new provisions that would affect all Arizona drivers. This included messaging, methods of dissemination, and speaking engagements and media interviews (print and electronic) handled directly by Simonetta.

Client contact:
Rich Franko
(Now past) President

AZ Agents Action Alliance
480-607-7537
Rfranko999@aol.com
*In the 2008 legislative session Nick Simonetta successfully led a coalition of stakeholders (including several state agencies) to pass an Off Highway Vehicle trail maintenance and user fee bill on behalf of KRB's client, the Arizona Off-Highway Vehicle Coalition. In the course of that effort Simonetta set-up Arizona Republic editorial board meetings leading to favorable editorials, as well as other positive earned media and direct user group outreach messaging regarding this highly contested measure.

Client contact:
Jeff Gursh
Executive Director
Arizona Off-Highway Vehicle Coalition
602-788-9470
Gursh1spud@aol.com

Cost/Fee:

For Category 3 Community Outreach services, the fee breakdown is as follows**:

- This area will likely be particularly project work driven and will necessarily vary with the scope and complexity of the project and may therefore range anywhere from $5,000 and up depending upon the nature and requirements of the engagement.

** Note that like most government and public relations firms we strongly prefer to not bill by the hour, as this area of practice is generally not conducive to that sort of cost breakdown. It is also worth noting that if KRB is already doing work for the City with respect to service needs in connection with Category 1 and/or Category 4 (which proposals have been advanced under separate sealed envelopes in accordance with the provisions of the RFP), we would be pleased to take that into consideration in the pricing for work under or in connection with this Category 3.

KRB Consulting Inc.
Legislative & Government Relations

Background

KRB Consulting, Inc. is a full service lobbying and public affairs firm providing clients with a range of offerings from project analysis to political/strategic consulting and representation.

Since 2000, KRB has represented a broad range of clients before the Arizona State Legislature, Arizona Corporation Commission, administrative agencies, local governments and the Arizona Congressional Delegation. We bring a strong relationship with policy and decision makers at the state, local and county levels. In addition to our private sector clients, our team brings experience in working with public entities statewide, education and higher education, health care, Tribal governments and a variety of state agencies.

With a strong team background in public finance and government operations, KRB brings a high level of experience and in-depth understanding that goes beyond the political aspects of client representation. This specific expertise provides us with a unique perspective on public policy decisions and their effects on clients' interest, the business community and the economy.

Our Team

Kristen R. Boilini has represented clients in various public policy arenas since 1995. She joined the Governor's Budget Office in 1989, under Governor Mofford, and continued to work for the Symington administration through 1994. In these roles, Kristen developed an in-depth understanding of state budgeting and the appropriations process, public finance, tax policy and government operations.

Prior to starting KRB Consulting in 2000, Kristen worked as a contract lobbyist for two government affairs firms. In addition, she has worked on a number of ballot initiatives and assisted in the management of a number of political campaigns. In addition to her lobbying practice, Kristen has a strong background in representing clients' interests with various regulatory agencies.

Kristen has a B.A. in Finance and a M.S. in Economics from Arizona State University.

Nick Simonetta

Nick joined KRB Consulting in 2008. His prior Arizona public policy experience includes a combined seven plus years as Communications and Policy Advisor to the Majority in the Arizona State Senate and the Director of Communications and Legislative Affairs for the Arizona State Land Department.

Nick has particular expertise in natural resource and environmental issues, business and economic development issues, media relations and the legislative process.

Since leaving the Senate in 2006, Nick has represented an array of clients at the state, county and local levels through his government relations practice for Phoenix law firm Jennings, Strouss and Salmon, and now at KRB.

In just the past two years, Nick has been the lead or co-lead lobbyist on the efforts to pass six different major pieces of legislation – five were passed by the legislature and signed into law by the governor while the other was successfully placed onto the 2010 general election ballot through the legislative referral process.

Nick has a B.A. from St. John's University (NY) and a J.D. from Rutgers School of Law. He is also a member of the State Bar in both Arizona and New York.

Jessica Stall joined KRB Consulting in 2007. Prior to coming to work for KRB Consulting, Jessica was an intern for the Arizona Attorney General's office in Tucson, while studying at the U of A. Also while in college, Jessica was a member of the Political Science Honorary Society Pi Sigma Alpha and a member of the Pre-Law Fraternity Phi Alpha Delta.

Jessica brings a thorough understanding of the state legislative process. With strong analytical and research skills, she is an asset to clients in the preparation of briefing documents and position papers for use with various public policy makers in addition to tracking and monitoring legislation and providing client reports and updates.

Jessica has a B.A. in Political Science from the University of Arizona.

Expertise and Experience

The KRB team brings nearly 30 years of experience in public policy in Arizona, both as staff to high level policy makers and as government relations consultants. This background and experience provides a unique perspective to lobbying and a strong focus on maintaining strong alliances with elected officials and their staffs. It also provides us with a level of institutional knowledge and memory that benefits both clients as well as lawmakers.

We pride ourselves in maintaining the highest ethical standards. Our personal integrity serves us well in dealing with our clients, but also in developing and maintaining relationships of trust with the public policy makers we work with. We provide counsel to lawmakers in numerous aspects of public policy, which requires bi-partisan effort and bi-partisan relationships. We act as a liaison between our clients and lawmakers in such a way that works to the advantage of both.

Contact Information

KRB Consulting, Inc
913 West McDowell Road
Phoenix, Arizona 85007
Phone: (602) 294-0202
Fax: (602) 368-8395

Kristen R. Boilini, President
Cell: (602) 738-8886 Email: kristen@krbconsulting.com

Nick Simonetta
Cell: (602) 295-5937 Email: nsimonetta@krbconsulting.com

Jessica Stall
Cell: (480) 332-1432 Email: jessica@krbconsulting.com

Nick Simonetta
9850 W. Eagle Talon Trail
Peoria, Arizona 85383
(602) 295-5937 / nsimonetta@krbconsulting.com

EXPERIENCE:

KRB Consulting, Inc., Phoenix, AZ – 12/08 to present
Lobbyist-Government Affairs Consultant

Provide lobbying, government consulting and business facilitation services to a wide range of business and public sector clients at the Arizona State Capitol, state agencies, county and local governments; serve client policy issue advancement in the media.

Jennings, Strouss & Salmon, Phoenix, AZ – 12/06 to 12//08
Attorney – Government Relations practice group

Built government relations/lobbying and public affairs practice at the firm; fully serviced client needs at Arizona State Capitol, state agencies, county and local governments; served client policy/issue advancement in the media.

Arizona State Senate, Phoenix, AZ – 12/02 to 12/06
Communications and Policy Advisor, Senate Majority Staff

Report directly to Senate President and Majority Chief of Staff; (with respect to political and all policy issue areas) advise on and manage all media and public affairs for Senate leadership and individual caucus members, including strategies, media materials, news conferences, speeches, releases, opinion pieces, talking points, electronic media bookings, interviews and special projects; advise, negotiate, draft legislation and strategize on behalf of leadership and members regarding certain natural resource policy matters, including, healthy forest legislation and State Trust Land issues; handle constituent issues pertaining to State Trust Land; as a member of senior policy staff, participate in strategic and policy leadership including state budget negotiation) meetings.

Arizona State Land Department, Phoenix, AZ – 8/00 to 12/02 (Hull Administration)
Manager, Communications and Legislative Affairs (Head of Public Affairs Section of the Agency)

Reported directly to State Land Commissioner; Responsible for formulating and directing the legislative, media and outreach policies for the Agency; Worked directly with the Governor, Governor's staff, Legislative leadership, members and staff, and Attorney General's staff; Represented the Agency regarding inter-governmental relations; Lead negotiator for the State in the State Trust land constitutional reform discussions; Supervised Agency lobbyist and engaged in lobbying efforts; Agency spokesman, responsible for media relationship development contact, and supervised fire incident information officers; Oversaw "News and Information" section of Agency Web site; Authored op-ed pieces for various publications on behalf of the Agency and the Governor; Created Agency outreach materials; Represented Agency at requested speaking engagements; Drafted media releases; Organized and oversaw media events for the Agency and, in special cases, the Governor; Organized and hosted the Western States Land Commissioners Association's annual week long winter conference in January, 2002.

Metro Networks, Scottsdale, AZ - 6/96 to 9/00
Managing Editor, News/ Chief Political and Legal Analyst

Ran news desk for Metro Source international broadcast wire service, the largest division of Metro Networks (a Westwood One Company) with 80 news bureaus and over 1000 radio affiliates across the U.S., Canada and Europe; Managed and administrated staff of writers, audio technicians and state correspondents; Responsible for every news decision and news item that moved on the wire for a portion of each day; member of senior management team dealing with fiscal, strategic and employee operational issues; Also served as the operation's network political/legal analyst.

Professional Sports Management, NJ/AZ - 11/93 to 9/97

Director/Front Office Management - Professional Baseball Franchises in Trenton, NJ / Phoenix, AZ

Advisor/counsel regarding governmental, regulatory, contract and general legal matters; Responsible for governmental, public, business, media and community relations, including managing political concerns, policies, releases and events; Assembled and directed the radio network and broadcast start-up operation for new Double-A baseball team in New Jersey State Capitol of Trenton; Drafted and negotiated contracts with flagship station and network affiliates; Preparation of departmental budget; Managed/reviewed marketing contracts and advertiser relationships; Worked closely with political, business and community leaders and on-field/baseball operations personnel of Detroit, Boston and San Francisco organizations.

The Bank of New York, One Wall Street, N.Y., N.Y. - 10/86 to 11/93
Assistant Vice President / Counsel - Corporate and Commercial Lending Departments
Responsible for the management of large commercial lending transactions, including lead negotiator, drafting documentation attendant to a variety of commercial loan and asset sale transactions; Negotiation and development of specialized cash management service and ancillary contracts; supervision of transaction closings and support personnel; regulatory and general contract work.

EDUCATION:

Rutgers University School of Law - Camden, New Jersey
Juris Doctor, May 1984
Honors: Cum Laude; Dean's List 1982-1984
Rutgers Law Journal, Associate Editor 1982-1984
Publications: Note, *"Defeat for the State of the Art Defense in the New Jersey Products Liability"*: Beshada v. Johns-Manville Products Corp. 90 N.J. 91 a2d 5390 (1982), 14 Rutgers L.J. 953 (1983)

St. John's University - Jamaica, New York
Bachelor of Arts in Government, May 1981
Honors: Magna Cum Laude; Dean's List 1978-1981

OTHER:

Admitted to practice law in Arizona and New York

Arizona Urban Lands Planning Oversight Committee – 7/09 to present
Appointed by Governor Jan Brewer to serve on statutory committee that provides oversight with respect to the urban land planning functions of the Arizona State Land Department.

Arizona Captiol Broadcast Education Foundation – 11/08 to present
Vice Chairman of the Board of non-profit 501 (c)(3) organization that runs the operation and programming for Arizona Capitol Television.

Arizona Town Hall:
Participant in Fall 2007 -- 91st Town Hall, "Land Use in Arizona"

Honorary Commander, Luke, AFB – 10/04 to 10/06 (active Honorary Commander Alumni 10/06 to present)
Selected as an Honorary Commander to the 309th Fighter Squadron of the 56th Fighter Wing at Luke Air Force Base (Glendale, AZ).

Leadership West - 7/02
Selected as member to participate in Class IX

Phoenix Chamber of Commerce – 12/06 to present
Member, Policy Committee

###

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
9875 N. 85th 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).

Copyright 2003 City of Peoria Arizona

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
9875 N. 85th 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.

Copyright 2003 City of Peoria, Arizona

Materials Management Procurement
9875 N. 85th 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 is 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 contact. This contract may not be changed, modified or rescinded except as

Copyright 2003 City of Peoria, Arizona

Materials Management
Procurement
9875 N. 85th 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:

Copyright 2003 City of Peoria, Arizona

Materials Management Procurement
9875 N. 85th 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.

Copyright 2003 City of Peoria, Arizona

Materials Management Procurement
9875 N. 85th 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.

Copyright 2003 City of Peoria Arizona

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.

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 firms 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

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

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.

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 Aclaims 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.

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:**

a. 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.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. 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:

a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

b. 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 to right to restrict the use of any non-secure websites under this contract.

c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

e. Ensure that offices and workspaces containing customer information are secure.

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 delivery 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:

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 accomodations within Peoria can be found on the following website: http://visitpeoriaaz.gov/accommodations.php

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.

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.

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,a nd 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.

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.

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 <u>any</u> 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. 85th Avenue, 2nd 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	Materials Management Procurement 9875 N. 85th Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P10-0059**	

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

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:

While KRB Consulting , Inc. has no objections to the Terms, Conditions or Scope of Work contained in the RFP, we do wish to note that we generally maintain all insurance policies appropriate and customary to the conducting of our business. To the extent there is a desire on the part of the City of Peoria to review those various coverages and based thereon to request that KRB consider adding certain further coverages, KRB will work with the City toward the end of providing the City with further reasonable comfort regarding this matter.

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___X___.

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

Although KRB Consulting, Inc. is not certified as a minority or woman owned business, we will point out that its majority stockholder is a woman – Kristen Boilini.