



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying
Category 4 -Promotional Materials

Amendment No. Four (4) Date: 3/24/14

Buyer: Christine Finney

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

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

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

[Signature]
Signature Date 4/8/2014

Bettina Nava/Kurt Davis
Typed Name and Title

FirstStrategic
Company Name

300 W. Clarendon Ave. #460
Address

Phoenix
City

AZ
State

85013
Zip Code

Attested By:

[Signature]
Rhonda Geriminsky, City Clerk

[Signature]
Director: John Schell, Intergovernmental Affairs Director

[Signature] 26 mar 14
Department Rep: Tammy Shreeve, Council and Grant Program Manager



CC Number

ACON25710D
Contract Number

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

The above referenced Contract Amendment is hereby Executed

April 17, 2014, at Peoria, Arizona

[Signature]
Dan Zenko, Materials Manager

City Seal

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ACON25710D



CONTRACT AMENDMENT

Materials Management Procurement

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Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P10-0059 Page 1 of 1
Description: Consultant Services for Lobbying
Category 4 -Promotional Materials
Amendment No. Three (3) Date: May 2, 2013

Buyer: Christine Finney

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

| | | | |
|----------------------------|----------------|-------------------------|----------------|
| <i>Bettina Nava</i> | <i>5/16/13</i> | Bettina Nava/Kurt Davis | FirstStrategic |
| Signature | Date | Typed Name and Title | Company Name |
| 300 W. Clarendon Ave. #460 | | Phoenix | AZ 85013 |
| Address | | City | State Zip Code |

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk

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

Department Rep: Tammy Shreeve, Council and Grant Program Manager

Stephen M. Kemp
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
Dan Zenko, Materials Management Supervisor



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CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345

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Solicitation No. P10-0059 Page 1 of 1
Description: Consultant Services for Lobbying
Category 4 -Promotional Materials
Amendment No. Two (2) Date: 3/15/12.

Buyer: Christine Finney

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

THE NEW CONTRACT TERM:

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

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

Signature

Date

Bettina Nava/Kurt Davis
Typed Name and Title

FirstStrategic
Company Name

300 W. Clarendon Ave. #460

Phoenix

AZ

85013

Address

City

State

Zip Code

Attested By:

Wanda Nelson, City Clerk
Retiree

Director: John Scheil, Intergovernmental Affairs Director

Department Rep: Tammy Shreeve, Council and Grant Program Manager

Approved as to form: Stephen McKemp, City Attorney

The above referenced Contract Amendment is hereby Executed

August 8, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



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CC Number
ACON25710B
Contract Number

A CON 25710B



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying Promotional Materials

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

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

THE NEW CONTRACT TERM:

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

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

| | | | |
|----------------------------|-----------|-------------------------|----------------|
| | 5/15/2011 | Bettina Nava/Kurt Davis | FirstStrategic |
| Signature | Date | Typed Name and Title | Company Name |
| 300 W. Clarendon Ave. #460 | | Phoenix | AZ 85013 |
| Address | | City | State Zip Code |

Attested By:

Wanda Nelson, City Clerk

Director John Schell, Intergovernmental Affairs Director

City Manager: Carl Swenson

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

The above referenced Contract Amendment is hereby Executed

May 24, 2011 at Peoria, Arizona

Herman F. Koebergen, Materials Manager



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A CON 25710 A

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: Bethina Nava / Kurt Davis

Telephone: (602) 266-6565 Fax: (602) 266-5095

First Strategic
Company Name

[Signature]
Authorized Signature for Offer

300 W. Clarendon Ave. #460
Address

Kurt Davis
Printed Name

Phoenix AZ 85013
City State Zip Code

Partner
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: [Signature]
Mary Jo Waddell, City Clerk

City of Peoria, Arizona. Effective Date: 5-27-10

Approved as to for Ellen Van Riper, Assistant City Attorney

[Signature]
Stephen M. Kemp, City Attorney

CC: _____

Contract Number: ADN 25710

Contract Awarded Date 5/26/10

[Signature]
Carl Swenson, City Manager

Official File: _____





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).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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



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

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

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

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



STANDARD TERMS AND CONDITIONS

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

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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

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

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

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

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

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

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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

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

28. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

29. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

31. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

Materials Management Procurement

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

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

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

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

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

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

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0059

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

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

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

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

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.gov/accommodations.php>



SCOPE OF WORK

Solicitation Number: P10-0059

Materials Management Procurement

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

SECTION 1 - INTRODUCTION

1.1 Overview City of Peoria Intergovernmental Affairs Office (City) requests proposals from firms interested in providing consulting and technical support services for government and community relations. Experience working with municipalities or other government entities is highly desirable.

1.2 Background The City of Peoria, Arizona was incorporated in 1954 and is located in the northwest metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a City Manager. The City operations are supported by approximately 1,000 full-time and 300 part-time employees.

The City limits consist of approximately 178 square miles of residential, commercial, industrial and municipal developments. The City has an estimated population of 150,000.

1.3 Statement of Intent It is the intent of the City to create multiple source contracts that will fulfill the need for a variety of City government needs. Firms may offer services for all or a specialty subset of the classifications listed in the Scope of Work. The initial awarded firms will be awarded term contracts, which will be extended per the Special Terms and Conditions, Page 8, Paragraph 7.

The City will accept additional proposals from firms prior to the extension of current awarded contracts. The submitted proposals will be evaluated based on the existing criteria and may be awarded if deemed appropriate. Any newly awarded contracts would be in affect only for the remainder of the original contract term.

Consultants that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.

No selected consultant is guaranteed a project. The City reserves the right to waive use of the selected consultants where, in the City's judgment, other selection methods may be more appropriate.

Once the City awards an on-call contract to multiple qualified firms, authorized City staff will contact the firms whose service offerings most closely match the services needed for a particular project. Those selected firms will be asked to provide specific qualifications and price quotes for the project at hand in order for an appropriate decision to be made by the City prior to final recommendations and project award. Qualifications and specific skills will be equally considered, along with cost, in determining the most responsive firm and, subsequently, receiving award of the project.

1.4 Period of Service Consultant's services shall be requested and performed on an as-needed basis. The contract for consultants for Category 1, 2, 3 and 4 will become effective on or about July 1, 2010, and will be in effect for one (1) year, through on or about June 30, 2011. Consultant shall perform services in accordance with the schedule(s) provided by City staff. Failure on the part of Consultant to adhere to such work schedule(s) shall be sufficient grounds for cancellation of their contract.



SCOPE OF WORK

Solicitation Number: P10-0059

Materials Management Procurement

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Fax: (623) 773-7118

SECTION 2 - SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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



SCOPE OF WORK

Solicitation Number: P10-0059

Materials Management Procurement

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

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



SUBMITTAL REQUIREMENTS

Solicitation Number: P10-0059

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

SECTION 3 – INSTRUCTIONS AND EVALUATION

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



SUBMITTAL REQUIREMENTS

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C. Staff's Assignments and Experience:

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

D. Cost/Fee:

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

E. Compliance with Request for Proposal:

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

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

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

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

3.5 Proposal Due Date and Contact Information:

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

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

City of Peoria - Materials Management
9875 N. 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

Solicitation Number: P10-0059

Materials Management Procurement

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

Company Name

Company Address

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

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

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

The RFP must follow the format as described herein with a minimum 10 point type. Adherence to the maximum page criteria where identified is essential. Each page side (maximum 8 1/2" 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

Solicitation Number: P10-0059

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

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



QUESTIONNAIRE

Solicitation Number: P10-0059

**Materials Management
Procurement**

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

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

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

FIRST STRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

April 16, 2010

Ms. Christine Finney
City of Peoria Materials Management & Procurement
9875 North 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Dear Ms. Finney:

Thank you for the opportunity to provide the City of Peoria with a Statement of Qualifications from FirstStrategic for development and presentation of promotional materials consulting services. We appreciate the opportunity to submit this statement of our firm's qualifications and experience to your organization.

FirstStrategic is driven by our mission statement, "Succeeding for our clients and improving our community." From this we have built a firm over the last seven years that has shown an unparalleled commitment to providing our client-partners the best consulting services possible. We know that every interaction we have with our client, each action we take on their behalf and every project – no matter how big or small - are direct reflections of not only the client, but ultimately our firm's own abilities and values. As a result, we take great pride in the work that we do and the positive impact it can have on the community.

FirstStrategic is comprised of six partners and three associates who each bring with them a unique set of talents, experiences, and perspectives. We are a bipartisan firm that has a clear understanding of how to efficaciously communicate an organization's messaging to a wide range of audiences, utilizing either traditional or more innovative approaches. While each staff member brings something different to the table, we all share one important trait – a superior ability to draw from our distinct backgrounds the right mix of knowledge and skills to attain our clients' goals. It is our sincere hope that the enclosed document will accurately reflect how the City of Peoria can use our firm's extensive experience and expertise to its advantage.

We have thoroughly enjoyed working on crafting the attached document and learning about the City of Peoria and its service to the community. We look forward to the possibility of working with you and your staff. If you have any questions, please do not hesitate to contact me at (602) 266-6565. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Bettina Nava".

Bettina Nava
On behalf of the Firm
FirstStrategic, LLC

Enclosure: Statement of Qualifications
(1 original, 3 copies, 1 PDF copy on CD-ROM)

FIRSTSTRATEGIC



ORIGINAL



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

**REQUEST FOR QUALIFICATIONS
FOR
CITY OF PEORIA**

SOLICITATION # P10-0059

DEVELOPMENT & PRESENTATION OF PROMOTIONAL MATERIALS

(CATEGORY 4)

PREPARED BY:

THE PARTNERS & ASSOCIATES OF FIRSTSTRATEGIC

AS OF:

APRIL 15, 2010

REQUEST FOR QUALIFICATIONS

SOLICITATION P10-0059 – DEVELOPMENT AND PRESENTATION OF PROMOTIONAL MATERIALS

INTRODUCTION

The core values of our company are reflected in our mission, “Succeeding for our clients and improving our community.” At the heart of FirstStrategic is the motivation for each member to be part of an organization that takes pride in making personal and professional commitments that ultimately improve the quality of life in our community. We founded and operate our company always mindful of this purpose, and our approach to this project will be no different.

The *Phoenix Business Journal* has described FirstStrategic as, “. . .heavy hitters from both sides of the political aisle and the business world.” What makes the FirstStrategic team so unique and successful is our bi-partisanship make-up. This distinct nature combined with our years of cultivating long-term relationships with elected officials allows us to identify opportunities for the City of Peoria in both the short and long-term. Networking, trust and constant communication will be key factors towards our ability to provide federal representation and consultation for the City of Peoria.

For the last six years, we have used our purpose statement as a guide. It states, “FirstStrategic embodies the best in integrated communications, public affairs strategic thinking and tactical solutions. Our client-partners represent who we are as well as what we do. Our goal is to help them achieve success while serving our community.” Developing and maintaining positive relationships on both sides of the aisle at every level of government is crucial to fulfilling our firm’s purpose statement day in and day out. Our successful track record serves as a testament to the effectiveness of our firm’s mission and relationship building abilities.

FirstStrategic fully believes we have the necessary experience, knowledge and ability to fulfill the scope of work for this project. We have been providing services in the areas of state legislative consulting, federal legislative consulting, community outreach and development and presentation of promotional materials since the inception of our firm, with a vast majority of our federal clients either being governmental entities or non-profits and we look forward to the opportunity to extend our services to the City of Peoria.

PROJECT MANAGEMENT METHOD

FirstStrategic is made up of six partners and three associates. We distinguish ourselves from other firms because we are not just “hired guns.” Instead, we have continuing business relationships with each of our founding client-partners. FirstStrategic takes our partner relationships with our clients very seriously. We provide our clients with the necessary time to be successful and work with them to develop a relationship that allows each of them to call upon us on a daily basis if needed. We will be available to your team on a 24/7 basis.

FirstStrategic is committed to providing experienced consulting services for the development and presentation of promotional materials to ensure that the City of Peoria’s efforts will be successful. The firm will work with city staff to establish goals and objectives during the initial project planning process and prior to connecting with local officials, community leaders and stakeholders. This will strengthen the client-partner relationship as both parties will share the same clear vision and direction of where the project will take us and provide a map of where we want to be at the end of the project.

Overall, the members of FirstStrategic share responsibility for working with almost every client-partner. The majority of the time, one or two partners along with an associate will be leads for a client-partner, but all other members of the firm will step in as needed and also fill a consistent supporting role. During the preliminary planning phase, the firm assesses the unique

circumstances, demands, and goals of each project and/or client-partner in order to purposefully and strategically makes the appropriate staff member assignments. However, FirstStrategic does so with the understanding that the challenges that our client-partners and projects face can vary and change, and the firm possesses the adaptability and flexibility to adjust strategy and resources accordingly. The City will have access to the all of FirstStrategic's resources including its full staff at any point in time it becomes necessary.

FirstStrategic's structure is built to maximize direct partner involvement. This organization is advantageous for clients because it means that the partners themselves will be doing a substantial portion of the work. Coordination of projects with the City of Peoria will occur primarily at the partner level with associates providing support in any area needed.

Office Location

FirstStrategic, LLC is a registered limited liability corporation in the State of Arizona. The six partners of the firm are Wes Gullett, Kurt Davis, Steve Roman, Barry Dill, Bettina Nava and Marcus Dell'Artino. Additionally, there are three associates at the firm – Sophie O'Keefe-Zelman, Mia Ricardo and Tunga Le. The address of the principal office location is 300 West Clarendon Avenue, Suite 460, Phoenix, Arizona 85013, and it is the home office for each staff member. They may all be reached at the address previously listed and by phone at (602) 266-6565.

OUR EXPERIENCE

Areas of Expertise & Bi-Partisanship

We specialize in communicating with the public utilizing all available mediums. We draft copy, talking points, speeches, ad copy as well as assisting our clients with developing the best communications platforms to utilize to get the message across. In the past we have used cutting edge internet strategies, best of class television commercials and even rodeo chute sponsorships to get our message out to the right audiences.

The members of FirstStrategic have a lifetime's worth of experience when engaging leadership and the people they serve in our ethnically diverse Arizona community. The varied experience of the firm allows us to impact a wide variety of opinion leaders, elected officials, media outlets, and community activists. This experience also gives us the unique ability to develop and present promotional materials that can effectively communicate the city's message to different audiences, from community leaders, constituents, to elected officials. FirstStrategic excels at examining the political environment, demographic, cultural and other types of data, in order to tailor communication and collateral materials in a clear and concise way audiences can easily understand.

FirstStrategic's public and government affairs philosophy engages both the assets of the firm and endeavors to maximize the effectiveness of our client-partners' personnel at the appropriate time during public and government affairs projects. The firm utilizes this same philosophy when working with client-partners on the development and presentation of promotional materials. It has provided our client-partners tremendous success during the past six years. Below are three examples of the firm's projects in the area of development and presentation of promotional materials.

1. Yes on 203, First Things First, 2006 (Principal Campaign Management Firm)

Project Description

FirstStrategic worked with the members of the First Things First Committee in efforts to pass a statewide cigarette tax increase to fund early childhood development programs in 2006. FirstStrategic provided the committee with community relations, public relations, local grassroots strategy and referendum strategy. FirstStrategic was responsible for the development of all aspects of the campaign and educating the Arizona voters such pass Prop. 203. Furthermore, we worked with coalition members to ensure they used those arguments when speaking with the voting public and attempting to convince them to pass the ballot measure. Proposition 203 was passed with 53% of the approximately 1.5 million votes cast.

The PUNK'D Educational phase drove 52,000 individuals to the website and prompted just over 12,000 to sign up and join our team to make children the priority in Arizona. The signs and graphics earned us three print media responses, three exclusive interviews with the top television stations in the state, and a \$50,000 donation from the Arizona Community Foundation to help spread the message that our children need help. Major Arizona newspapers including The Arizona Republic (July 4th, 2005), The Arizona Daily Star (July 9th, 2005) and The Arizona Tribune (July 8th, 2005) ran stories on the education campaign. News channel 3 (KTVK) and CBS 5 (KPHO) both aired interviews with the campaign's leaders and showed footage of the signs.

Date of Service: January 2005 – November 2006
Staff Member(s): Wes Gullett, Kurt Davis, Steve Roman, Barry Dill, Bettina Nava
Client Contact: Nadine Mathis Basha
First Things First
4000 North Central Avenue, Suite 800
Phoenix, Arizona 85012
Phone: (602) 771-5100
E-mail: nadine@bashas.com

2. Yes on 100, Protect Our Homes, 2008 (Principal Campaign Management Firm)

Project Description

FirstStrategic worked with the members of the Protect Our Homes Committee in efforts to pass a state ballot proposition that would ban real estate transfer taxes in Arizona. The firm was responsible for the strategizing and execution of all campaign components including an interactive website, brochures, direct mail, signs, newspaper advertising, radio and television advertising, media relations, robo-calls to grassroots building. FirstStrategic also assisted the committee with branding and development of the campaign logo.

Collateral materials focused on educating voters about the initiative as well as enlisting volunteers for the campaign. A prime example of this dual focus was the website structure the firm designed. With ease, visitors to the site were able to access general information, sign-up for weekly email updates or volunteer opportunities, watch campaign television commercials, and calculate how much a real estate transfer tax would cost them using the online calculator application. A password protected extension of the website was also built for existing volunteers and speakers to access electronic copies of collateral materials and event schedules.

Furthermore, FirstStrategic adapted campaign materials when approaching and presenting to community organizations such as chambers of commerce, trade associations and non-profits. This tactic ultimately proved beneficial to coalition and grassroots building efforts since groups were able to identify how the campaign directly and positively impacted them.

The firm played a pivotal role in the design of the radio and television commercials which sought to educate voters and also 'cut through the clutter' of a crowded ballot during a presidential election year. The campaign received an overwhelmingly positive response about the commercials. A panel of political analysts and experts for 12 News examining all political ads for the 2008 Election called the Yes on 100, Protect Our Homes television commercials "well-produced and convincing."

Overall, FirstStrategic's strategy and efforts proved successful as Proposition 100 was only one of two ballot initiatives to pass in the 2008 General Election with an overwhelming 76% of the vote.

Date of Service: March 2007 – November 2008
Staff Member(s): Wes Gullett, Kurt Davis, Barry Dill, Steve Roman, Sophie O'Keefe-Zelman, Bettina Nava, Tunga Le
Client Contact: Tom Farley
Arizona Association of REALTORS®

255 East Osborn Road, Suite 200
Phoenix, Arizona 85012
Phone: (602) 248-7787
E-mail: TomFarley@aaronline.com

3. Chaparral City Water

Project Description

In the 2005 community relations and communications campaign for Chaparral City Water Services, FirstStrategic used numerous methods to engage and educate a variety of audiences including residents, elected officials, media and other key stakeholders. The firm worked closely with company officials to create collateral materials that successfully made the case for a water rate increase. It included development of a logo, brochures, mailers, web-site, utility bill inserts and presentations that aimed to reinforce the company's reputation for quality and fairness, explain the costs and process the company takes to deliver water in a clear and concise manner, and the reasons for the rate increase.

Date of Service: September 2004 – June 2005
Staff Member(s): Kurt Davis, Wes Gullett, Art Hamilton, Steve Roman, Barry Dill, Bettina Nava
Client Contact: Rob Hanford
12021 North Panorama Drive
Fountain Hills, Arizona 85268
Phone: (480) 837-3411 Ext. 217
E-mail: rhanford@scwater.com

Staff Assignments and Experience

FirstStrategic is comprised of public affairs professionals whose combined experience in public sector government relations in Arizona totals more than 100 years. The team of professionals that make up FirstStrategic has worked in government and the private sector managing complex government relations, community outreach and public relations campaigns at every level. The unique bi-partisan make-up of the firm provides us with the ability to approach varying public and governmental affairs challenges in exceptional ways.

For the City, we foresee partners Wes Gullett and Steve Roman as the leads. Wes brings with him decades of experience drafting all types of printed collateral materials and speeches in various positions including as Chief of Staff for Governor Fife Symington and as campaign managers for several campaigns including Senator McCain's 1992 Senatorial campaign. As Deputy Campaign Manager for McCain's 2000 Presidential Campaign, he oversaw www.mccain2000.com, the website major national news publications across the country heralded as the pioneering effort to bring web technology and web applications to a major political campaign. Steve Roman brings with him over 20 years of experience in corporate marketing, serving in several positions in the private sector such as Senior Vice President, Western Regional Public Affairs for BANK ONE CORPORATION. He was responsible for Media Relations, Community Affairs, Government Relations and special projects. As mentioned previously, the firm will first examine the City's goals and develop a strategy that will take into consideration the most effective combination of staff members, in terms of the strength of their relationships and areas of expertise. The firm has in the past partnered with best in class vendors to provide additional support that will assist the City with goal attainment. During the review process, the firm will examine if the City could benefit from additional outside expertise. The firm will then acquire any outside expertise as needed. Regardless, the full FirstStrategic staff is available to the City of Peoria and will provide support as well as step in to the lead role(s) when it is determined to be in the best interest of the City. The full FirstStrategic staff is available to the City of Peoria and will provide support as well as step in to the lead role(s) when it is determined to be in the best interest of the City.

As a result, biographical resumes have been provided for all staff members in Appendix A, and in Appendix B is an addendum to the biographical resumes. It is a short listing of all the boards, associations, campaign and leadership positions the members of the staff have served or are currently holding.

1. CEMEX

Project Description

Currently, the firm is working with CEMEX USA in the development of a new cement manufacturing plant in Seligman, Arizona. For this multi-year project, we are utilizing various public affairs and government affairs tactics in order to assist CEMEX accomplish their goal - including interfacing with the community, creating relationships with elected and government officials across the state, and assisting with the permitting process. FirstStrategic is working with key members of the Governor's office and cabinet to keep them apprised of the progress of the plant as well as to address any concerns they may have. We are assisting CEMEX navigate the permitting process with the Arizona State Land Department, the Department of Environmental Quality, and the State Historical Preservation Office.

As a part of the strategy, the firm assisted CEMEX with the design of a leave-behind booklet and flash video presentation. The booklet and presentation were used to introduce CEMEX to the northern Arizona community, clearly communicating the company's values and commitment to being a valuable and respected part of the community. Additionally, the booklet and presentation showcased CEMEX's technologically advanced and environmentally friendly processes and equipment, dispelling many myths and alleviating some of the community's concerns. FirstStrategic was able to use its in-depth knowledge of the stakeholders, residents, and community and opinion leaders to help craft the content and develop a design that was both engaging and informative.

| | |
|-------------------------|---|
| Date of Service: | September 2007 – present |
| Staff Member(s): | Wes Gullett, Kurt Davis, Sophie O'Keefe-Zelman |
| Client Contact: | Rick Shapiro CEMEX USA 840 Gessner, Suite 1400 Houston, Texas 77024 Phone: (713) 722-5904 E-mail: rshapiro@quinngillespie.com |

FEE STRUCTURE

FirstStrategic proposes a rate of \$60/hour for the development and presentation of promotional materials consulting services to the City of Peoria. The firm estimates that there may be about an average of 15 hours/week, depending on the project. The hour will include the collective work of the partners and associates on the City of Peoria project. On average, this would equal \$3,600/month for the consulting services. The firm is open to a monthly retainer system and negotiations on the suggested rate if the City prefers. If the City would like to partner with the firm in multiple categories, a combined fee or an overall reduced rate for all categories can be negotiated.

FirstStrategic will also bill the City of Peoria for all pre-approved costs associated with production of communications materials, collateral materials, and travel outside the Phoenix Metropolitan area associated with duties required by the scope of work.

CONCLUSION

We believe that FirstStrategic is the right partner to fulfill the goals and aspirations of the City of Peoria. FirstStrategic has the knowledge and networks to successfully design and implement strategic plans for development and presentation of promotional materials. We are excited about the opportunity to work with the City of Peoria and hope to begin a long and significant partnership.

APPENDIX A

BIOGRAPHICAL RESUMES

MARCUS DELL'ARTINO | PARTNER

Marcus Dell'Artino joined FirstStrategic as a partner in late 2008. He leads the firm's state relations projects and is active in initiative and referendum campaign efforts.

Immediately prior to joining FirstStrategic, Mr. Dell'Artino was the Deputy Director of the Southwest Region for John McCain's 2008 presidential campaign. Before joining the campaign, Mr. Dell'Artino spent nine years lobbying for numerous Fortune 500 clients, local governments and non-profit organizations. In 2008, his accomplishments were recognized when he was voted one of the "Best Lobbyists" by the annual *Arizona Capitol Times* survey.

Mr. Dell'Artino has managed and consulted on several statewide initiatives, including Proposition 100 - Protect Our Homes (2008), Proposition 202 - Indian Gaming (2002), Proposition 108 - Telecommunications (2000), and Proposition 303 - The Growing Smarter Initiative (1998). In addition, he has served as a consultant to the Arizona Republican Party and often is called upon to serve as a "campaign expert" for several media outlets.

Mr. Dell'Artino also has experience in the public sector, having served as the Chief of Staff to County Supervisor Don Stapley where he managed all aspects of county government. In addition, he worked for several members of the Arizona Congressional Delegation including former Congressman Matt Salmon and Congressman J.D. Hayworth.

In 2007, he was selected as a member of Phoenix's "Forty under 40" sponsored by the *Phoenix Business Journal*. The honor is given to those who have made significant achievements in their fields of business as well as contributions to their community and civic involvement.

In 2006, the International Republican Institute recruited Mr. Dell'Artino to travel to Jordan to lecture on the importance of survey instruments as valuable tools for municipalities and their constituents. Mr. Dell'Artino used his experience and expertise to work with municipal leaders on how to begin a dialogue with their constituents on the needs and challenges occurring in specific cities.

Dell'Artino has served on several boards including the Maricopa County Parks Board and the Central Arizona Shelter Services Board. He received his Bachelor of Science Degree from the University of Arizona.

BARRY DILL | PARTNER

Barry Dill is a partner in the firm FirstStrategic, Communications & Public Affairs, joining in 2005. Dill leads the firm's federal relations line of business and Southern Arizona outreach efforts. Prior to joining FirstStrategic, Dill was an associate for seven years at another Phoenix, AZ government/public relations firm and represented a wide range of clients at the local, state and federal level.

In 2006, Dill served as senior advisor and strategist to Arizona Governor Janet Napolitano's successful re-election campaign. He previously served as senior advisor and strategist during Governor Napolitano's first gubernatorial race in 2002. In 1998, Dill served the same role in Napolitano's first campaign, a successful run for Arizona Attorney General.

In 2009, Dill was awarded "Best Lobbyist" in Arizona by *The Arizona Capitol Times* newspaper, as voted by his peers.

Dill's entry into politics began in 1986 when he was chosen to serve on U.S. Senator Dennis DeConcini's Tucson staff. In 1988 Dill was the Southern Arizona Campaign Manager for DeConcini's successful re-election bid and was named Southern Arizona Director for the Senator's Tucson office shortly thereafter.

In 1991, Dill was tapped by Senator DeConcini to manage the entire state U.S. Senate operation as State Director, where he served until the Senator's retirement in 1995.

After Senator DeConcini's retirement, Dill joined the Denver-based think tank Center for the New West. The Center for the New West focused on policy issues dealing with trade, technology and economic development. During his tenure, Dill served as director of the Center's Phoenix office.

In 1996, Dill left the policy world for election politics and served as Arizona deputy state director for the successful Clinton/Gore presidential re-election effort. The election is noteworthy because it was the first time a Democrat ticket had won in Arizona since 1948. For the campaign, Dill oversaw all grassroots, field and GOTV activities.

Before entering politics, Dill was a radio announcer and news reporter for stations in Utah and Arizona. In 1984-85, he was a sports correspondent for the now-defunct *Phoenix Gazette* newspaper.

Dill is a native of Indiana. He and his wife Melinda have four children and live in Scottsdale.

WES GULLETT | PARTNER

Wes Gullett is a founding partner in the firm FirstStrategic, Communications & Public Affairs. He leads the firm's strategic planning projects and representing businesses engaged in public policy efforts.

He has directed and worked on numerous public policy projects at FirstStrategic, including successful efforts passing Propositions 203 and 100. Gullett's main focus is on providing corporate leaders with strategic communications advice so that they can accomplish their objectives.

Gullett served as Deputy Campaign Manager for McCain 2000 during John McCain's campaign for the Republican Presidential Nomination. His principal duties were overseeing www.mccain2000.com, the pioneering effort to bring web technology and web applications to a major political campaign. This Internet program was heralded as the first serious effort to bring Presidential politics to the Internet. *Time*, *Newsweek* and *U.S. News & World Report* as well as the *Wall Street Journal*, the *Washington Post* and the *San Jose Mercury News* reported on the spectacular success of the McCain Internet Campaign. Gullett also served as the co-leader of the McCain 2008 Arizona Campaign Leadership team.

In addition to working on political campaigns, Gullett has worked in the consulting world for the past 12 years. He was a partner in the Phoenix public affairs firm of HighGround, Inc. Prior to his current venture, Wes Gullett formed Integrated Web Strategy, LLC, a company that provides Internet consulting services for business, organizations and political campaigns.

Gullett has extensive experience in government. He was Chief of Staff for Arizona Governor Fife Symington from July 1993 to April 1996. In addition he served as Administrative Assistant to U.S. Senator John McCain. He also served as Senator McCain's 1992 Campaign Manager. Gullett's tenure with McCain was seven years and included Administrative Assistant, Community Relations Director and Northern Arizona/Maricopa County Field Director for McCain for Senate (1986).

Gullett served three years on Capitol Hill working for the U.S. Senate Republican Conference (1983-86). At the Conference, Gullett served as senior media producer. As the senior producer, Gullett oversaw the daily production of several radio and television programs.

Gullett is a native of Ottumwa, Iowa and attended The University of Iowa. He and his wife, former Arizona Representative Deb Gullett, have three children – Kelly, Katie and Nikki - and reside in Phoenix.

KURT DAVIS | PARTNER

Kurt Davis is a founding partner in the firm FirstStrategic, Communications & Public Affairs. Davis leads the firm's strategic public policy development for non-profit clients and rural Arizona issues. Prior to forming FirstStrategic, Davis served as the Vice President of Public Affairs & Marketing at Northern Arizona University, a doctoral one university serving nearly 19,000 students from all 50 states, 63 nations and more than 50 native American tribes where he was responsible for all facets of state and federal relations, marketing and student recruitment and distance education marketing.

Prior to his position with Northern Arizona University, Davis served as the Vice President of Public Affairs & Corporate Communications at Rural/Metro, a publicly traded company providing fire and ambulance services to communities across the nation. He had direct responsibility for public affairs, legislative affairs, contract negotiations, fire marketing efforts, corporate communications, franchise protection and community relations. Prior to joining Rural/Metro, Davis was Deputy Chief of Staff and Executive Assistant in the Office of the Governor where he had direct oversight responsibility for the Department of Transportation, Department of Corrections, State Land Department, Game & Fish Department, Department of Youth Treatment and Rehabilitation, Governor's Offices of Women, Drug Policy, Community Affairs and the Pardons and Parole Board. He was appointed to represent the governor on the legislatively created Constitutional Defense Council and the statewide Law Enforcement Policy Council. Davis developed and worked with the State Legislature to institute broad based public policy reforms for adult/youth crime policy and transportation.

Davis also served as Director of Intergovernmental Affairs & Issues Analysis in the Arizona Office of the Attorney General, as Executive Director of the Arizona Republican Party and held appointed positions in the Reagan Administration at the White House, the Department of Education and the U.S. Small Business Administration. Davis has also served as a gubernatorial appointment to the Arizona Board of Regents, the Vision 21 Transportation Task Force and the Arizona State Board for Charter Schools. In 2007, U.S. Senator John McCain appointed Davis to co-lead his Arizona campaign for President.

Davis currently serves as a Board Member on the Great Hearts Academies, the Arizona Chamber of Commerce and as a Board Member on ASU's Ramsey Executive Program for Public Policy. He received his BS degree from Northern Arizona University. Davis is a native of Los Angeles, California. He and his wife, Janet, have a daughter Brittani, who is a senior at Northern Arizona University and they reside in Flagstaff with their two pugs.

STEVE ROMAN | PARTNER

Steve Roman is a founding partner in the firm FirstStrategic, Communications & Public Affairs. Roman leads the firm's marketing and public relations lines of business and also focuses on public policy issues affecting the corporate community.

Before the founding of his current firm in 2002, Roman was Vice President, Public Sector Group for First Solar. First Solar is a manufacturer of photovoltaic modules. In his position he was responsible for strategic management and market development for First Solar's Public Sector efforts. He was also responsible for managing all domestic sales relationships. He joined First Solar in January 2001.

Prior to this position Roman was Senior Vice President, Western Regional Public Affairs for BANK ONE CORPORATION. He was responsible for Media Relations, Community Affairs, Government Relations and special projects. He also functioned as the BANK ONE CORPORATION official spokesman for the Western Region, which includes Arizona, Colorado and Utah.

Roman joined the Bank One predecessor, Valley National Bank of Arizona, in 1985 as Public Relations Manager and held various marketing and communications positions within the Bank. He was the Corporation's Regional Marketing Director

from 1995 through 1998 and directed all advertising, marketing research and promotional activities for Bank One western states including Arizona, Colorado, Utah, Texas, Oklahoma and Louisiana. Roman was also responsible for the Bank One Arizona Charitable Foundation which annually contributed approximately four million dollars back to Arizona.

Prior to joining Bank One, Roman had a ten-year career at the Congoleum Corporation headquartered in New Jersey, where he left as Director of Marketing/New Residential Products. It was at this time that he moved to Phoenix, Arizona.

Roman is native of Memphis, Tennessee and received BBA from the University of Kentucky in 1975. He and his wife, Terry, have two children and reside in Phoenix.

BETTINA NAVA | PARTNER

Bettina Nava is a partner in the firm FirstStrategic, Communications & Public Affairs, joining in 2003 and becoming a partner in 2008. Nava leads the firm's community and business outreach efforts.

Most recently before becoming a partner at FirstStrategic, Nava worked as one of eleven Regional Campaign Managers for the McCain 2008 Presidential Team across the country. As the Campaign Manager for the Southwest Region, Nava was in charge of all hiring, managing and implementation of campaign strategies and communications for the region for McCain 2008. Prior to this responsibility, Nava was Director of Fundraising for McCain 2008 in Arizona.

Nava also served as State Director for Arizona Senator John McCain for over two and a half years. In addition to directing Senator McCain's three state offices, she was also employed by McCain during his 2000 Presidential bid to enhance his coalition building efforts and outreach activities. Nava also worked for Governor Fife Symington as his Director of Community Relations and Boards and Commissions.

A graduate of the University of Arizona, Nava has an extensive background in political and community strategic planning with an emphasis on coalition building statewide.

Finally, Nava and her husband Andy are one of three partners in the formation and management of the Latino Art Project which established Cuervo Art Studio in Phoenix two years ago.

She resides in Phoenix with her husband and their three children.

SOPHIE O'KEEFE-ZELMAN | SENIOR ASSOCIATE

Sophie O'Keefe-Zelman joined FirstStrategic in the fall of 2006. She earned her BA in Political Science at the Barrett Honors College at Arizona State University, summa cum laude, and her MA, with merit, in International Development and Social Policy at the Institute for Development and Planning Management at the University of Manchester in the UK. Previously, she interned with the US Department of State in the US Embassy in Asunción, Paraguay in the Economics and Commercial Section. She also served on the board of the Arizona Students' Association and as Student Body President of Arizona State University.

At FirstStrategic, Sophie has been involved in several projects including designing and conducting a study of electoral reforms in Arizona for the Pew Charitable Trusts and serving as the project manager in 2008 for Proposition 100.

Sophie is a native of Brooklyn, New York and has resided in Phoenix since 1996.

TUNGA LE | SENIOR ASSOCIATE

Tunga Le joined the FirstStrategic team in the summer of 2007 after teaching special education in south Phoenix for two years as a part of Teach For America, an organization that recruits recent college graduates to teach in urban and rural schools. As a Provost scholar, Tunga graduated summa cum laude from Arizona State University with a BA in Political Science. During her undergraduate studies, she interned at KAET-TV Channel 8 and the Office of Governor Janet Napolitano in the communications department in addition to working as a service manager at Wells Fargo Bank. Most recently, she has volunteered for Arizona Quest for Kids, the Boys and Girls Club of Metropolitan Phoenix and Junior Achievement.

Tunga is a native of Milwaukee, Wisconsin, and currently resides in Phoenix.

MIA RICARDO | OFFICE MANAGER

Mia Ricardo joined FirstStrategic in June 2007 as Executive Assistant. As Executive Assistant, Ms. Ricardo is responsible for providing primary administrative support to the Partners. In this position Mia is also responsible for front office facilitation and staff support of the Associates. Prior to joining FirstStrategic, Mia volunteered for the Arizona Democratic Party in 2002 and would later become employed as part of their Administrative team. Mia later served in the Executive Office of Arizona Attorney General Terry Goddard's office as Administrative Assistant. In 2004 Mia returned to the Arizona Democratic Party as scheduler to the Executive Director, David Waid and Chairman Jim Pederson. In 2005, Mia interned on the Scheduling Team for the Fernando Ferrer for Mayoral Campaign in New York City. Mia is a 2005 graduate of Scottsdale Leadership, Class XIX and has been a full member of the 501c3 organization, Sistas of AZ since 2003.

Mia was born and reared in Houston, Texas and attended Texas Southern University for Aviation Communications. Mia is single and currently resides in Phoenix with her family and at-home zoo.

APPENDIX B

APPOINTMENTS, POSITIONS & COMMUNITY SERVICE

Below is a listing of the extensive experience and networks the partners and associates bring to the firm. FirstStrategic's expertise is derived in part to the wide range of leadership positions held in campaigns, non-profits, boards and other organizations throughout Arizona. The firm possesses intimate knowledge of the machinations and processes that drive institutions in all sectors – public, private, and non-profit.

1986-2009 | CAMPAIGNS AND POLITICAL LEADERSHIP

- Presidential Campaign, Regional Campaign Manager, McCain, 2008
- Presidential Campaign, Deputy Director Southwest Region, McCain, 2008
- Presidential Campaign, Arizona Campaign Directors, McCain, 2008
- Yes on 100, Protect Our Homes, Campaign Manager, 2008
- Yes on 100, Protect Our Homes. Campaign Consultant, 2008
- Yes on 203, First Things First, 2006, Campaign Manager, 2006
- Janet Napolitano for Governor, Senior Advisor and Strategist, 2006
- Janet Napolitano for Governor, Senior Advisor and Strategist, 2002
- Yes on Proposition 102, Senior Advisor, 2002
- No on Proposition 108, Campaign Consultant, 2000
- No on Proposition 200, Arizonans for Real Immigration Reform, 2004
- John McCain for US Senate, Campaign Manager, 2004
- Betsey Bayless for Governor, Senior Advisor, 2002
- Yes on Proposition 202, 17 Tribe Indian Self Reliance Initiative, Internet Consultant, 2002
- No on Proposition 202, Citizens Growth Management Initiative, Internet Consultant, 2000
- McCain 2000, Presidential Campaign, Deputy Campaign Manager, 1999
- Janet Napolitano for Attorney General, Senior Strategist, 1998
- Betsey Bayless for Secretary of State, Senior Consultant, 1998
- Yes on Proposition 303, Growing Smarter Initiative, Senior Consultant, 1998
- Arizona Republican Party, Victory 98 Campaign, Senior Consultant, 1998
- Yes on Proposition 203, Stop Juvenile Crime Initiative, Senior Consultant, 1996
- Arizona Republican Party, Victory 96 Campaign, Senior Consultant, 1996
- Symington for Governor, Advisor, 1994
- Yes on 300, Martin Luther King Jr., Campaign Co-Chair, 1992
- John McCain for U.S. Senate, Campaign Manager, 1992
- Grant Woods for Attorney General, Campaign Manager, 1990
- Arizona Republican Party, Victory 90 Campaign, Advisor, 1990
- Arizona Republican Party, Victory 88 Campaign, Advisor, 1988
- DeConcini for US Senate, Southern Arizona Manager, 1988
- John McCain for U.S. Senate, Field Director, 1986

APPOINTMENTS AND COMMUNITY INVOLVEMENT

- Vice-Chair, City of Phoenix Planning and Zoning Commission
- Presidential Elector, 2008
- Former Member, Arizona Board of Regents
- Member, Board of Directors, Arizona Institute
- Founding member, Goldwater Institute
- Co-Chair, Flagstaff Mayor's Advisory Council, Citizen's for Transportation Solutions
- Member and Chair, Governance Committee for the Governor's Vision 21 Task Force
- Governor's Bio-initiative task force in 2002, primarily responsible for fundraising, helped to raise \$100 million and led to the formation of the Translational Genomics Research Institute (TGen)
- Past Chairman of the Board, Arizona Chamber of Commerce
- Member, Board of Directors and Executive Committee, Children's Action Alliance
- Past president, Board of Trustees, Desert Botanical Garden
- Member, Board of Directors, BNC Corporation, a bank holding company
- Past president, COMPAS Board of Directors
- Commissioner, Commerce and Economic Development Commission - State of Arizona
- Past president, Arizona State Board for Charter Schools
- Past president, Arizona Clean Elections Institute Board
- Vice-Chair, Phoenix Airport Planning Committee
- Former Member, Board of Directors, Maricopa County Parks
- Former Member, Board of Directors, Central Arizona Shelter Services
- Member, Board of Directors, Great Hearts Academies
- Member, Phoenix Block Watch Committee
- Helped found Kids Voting in 1988 and expand its activities into 40 states
- Helped raise more than \$15 million for the Desert Botanical Garden's 1999-00 capital campaign
- Recipient of the Arizona Community Foundation Bert Getz Civic Leadership Award
- Valley Leadership Graduate