



# CONTRACT AMENDMENT

## Materials Management

### Procurement

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

Buyer: Christine Finney

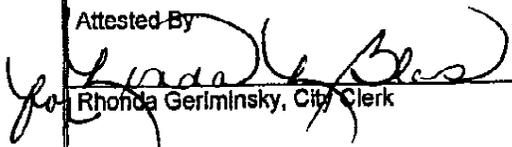
Solicitation No P10-0059 Page 1 of 1  
Description Consultant Services for Lobbying  
Category 2 - Federal  
Amendment No Three (3) Date May 2, 2013

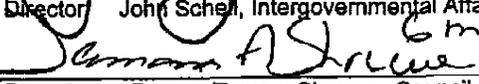
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/31/13 and is hereby extended thirteen months to coincide with the City's fiscal year (July 1 – June 30)

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

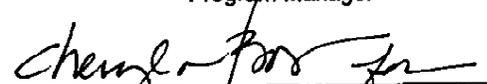
	10/24/13	Steven S Primrose, Managing Principal	Capitolgic
Signature	Date	Typed Name and Title	Company Name
6121 Knollwood Dr		Falls Church	VA
Address		City	State
			22041
			Zip Code

Attested By  
  
Rhonda Gerlimsky, City Clerk

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



CC Number  
ACON26010C  
Contract Number

  
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
May 6, 2013, at Peoria, Arizona

City Seal  
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(Rev 01/05/09)

Official File

  
Dan Zenko, Materials Management Supervisor

ACON26010C



# CONTRACT AMENDMENT

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

Solicitation No. P10-0059 Page 1 of 1  
Description: Consultant Services for Lobbying  
Category 2 - Federal  
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 5/31/12.

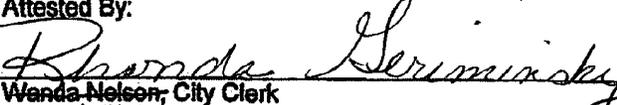
**THE NEW CONTRACT TERM:**

**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	7/24/12 Date	Steven S. Primrose, Managing Principal Typed Name and Title	Capitologic Company Name
6121 Knollwood Dr. Address	Falls Church City	VA State	22041 Zip Code

Attested By:

  
Wanda Nelson, City Clerk  
Acting

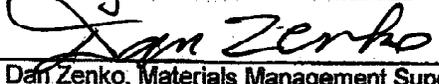
  
Director: John Schell, Intergovernmental Affairs Director

  
Department Rep: Tammy Shreeve, Council and Grant Program Manager

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

The above referenced Contract Amendment is hereby Executed

August 8, 2012, at Peoria, Arizona

  
Dan Zenko, Materials Management Supervisor



**City Seal**  
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(Rev 01/05/09)

Official File

CC Number  
ACON26010B  
Contract Number



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying (Federal)

Amendment No. One (1) Date: 2/23/11

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 5/31/11.

### THE NEW CONTRACT TERM:

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

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

5/2/11

Steven S. Primrose,  
Managing Principal

Capitologic

Signature

Date

Typed Name and Title

Company Name

6121 Knollwood Dr.

Falls Church

VA

22041

Address

City

State

Zip Code

Attested By:

Director: John Schell, Intergovernmental Affairs Director

City Manager

Carl Swenson

Ellen Van Riper, Assistant City Attorney

CC Number

ACON26010A

Contract Number

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

The above referenced Contract Amendment is hereby Executed

May 10 2011

at Peoria, Arizona

Herman F. Koebergen, Materials Manager

F02



City Seal

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(Rev 01/05/09)

Official File

A CON 26010A



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: STEVE PRIMROSE Telephone: 703-989-7308 Fax: 703-379-6565
CAPITOLOGIC LLC Company Name
6121 KNOLLWOOD DR. Address
FALLS CHURCH VA 22041 City State Zip Code
MANAGING PRINCIPAL Title
Authorized Signature for Offer: [Signature]

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: June 1, 2010
Approved as to form: Ellen Van Riper, Assistant City Attorney

[Signature]
Stephen M. Kemp, City Attorney



CC:
Contract Number: ACON 26010
Official File:

Contract Awarded Date: 5/24/10
[Signature]
Carl Swenson, City Manager

**CAPITOLOGIC** LLC  
government affairs consulting

April 22, 2010

Christine Finney  
Buyer II  
City of Peoria - Materials Management  
9875 N. 85th Avenue, 2nd Floor  
Peoria, Arizona 85345

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

Dear Ms. Finney:

Pursuant to the requirements of the city's request for proposal to provide consulting services for lobbying (Category 2 - Federal Legislative Consulting Services), enclosed please find one (1) original, three (3) printed copies, and a CD-ROM / electronic version of a response submitted on behalf of CAPITOLOGIC LLC. We are pleased to have the opportunity to provide this submittal for the city's consideration.

CAPITOLOGIC seeks to provide the city of Peoria general or targeted federal representation before the legislative and executives branches of government in Washington, D.C. We fully understand the city's desire to enhance its position in our nation's capital due to the fiscal strain being placed on municipalities.

We believe we are qualified and well positioned to provide the city of Peoria with the services outlined in the Scope of Work. We have extensive experience and a proven track record of identifying and capitalizing on both traditional and unconventional federal funding opportunities for municipalities.

If further information is required, please do not hesitate to contact me.

Sincerely,



Steven S. Primrose  
Managing Principal

Enclosures

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## **METHOD OF APPROACH**

### **Understanding Service Category Requirements**

CAPITOLOGIC LLC is qualified and well positioned to provide the city of Peoria with the services outlined in the Scope of Work for Federal Legislative Consulting Services. We have extensive experience and a proven track record of identifying and capitalizing on both traditional and unconventional methods of championing municipal causes.

At all times CAPITOLOGIC will work in concert with the city's Intergovernmental Affairs Office to ensure the best message possible is delivered to members of Congress, especially the Arizona Congressional Delegation, as well as federal agencies and interest groups.

Our firm has few peers with as much continuous and established relationships with the Arizona Congressional Delegation. Knowledgeable on the delegation's positions relative to federal impacts on municipalities, our firm will enable the city to hit the ground running in order to bolster its relationships with Arizona's elected federal representatives.

CAPITOLOGIC is aware of current and potential challenges the city may face. The housing markets within Arizona are still a ways from recovery, providing a much needed tax base for municipalities. Faced by a state legislature that is constantly attempting to withdraw funds accessible to cities and towns, each municipality finds itself examining new venues for revenue. The federal government is such a venue. As illustrated by the application of the federal gas tax itself, Arizonans only receive 92 cents for every dollar they pay in tax. Cities that utilize federal representation consultants find themselves in a better position to have their tax dollars return for the benefit of their citizens.

An obvious threat and opportunity for the city is the new F-35 training mission. Luke Air Force Base, along with other installations, is in contention for these missions which would represent a sizeable continuation and expansion of the installation's presence in the Valley of the Sun. Directing these missions outside of Arizona, coupled with the decelerated pace of F-16 training missions (many just for foreign countries who may eventually turn to the F-35), would be dreadful for the local economy. CAPITOLOGIC is ready and willing to work with the metropolitan area, the Governor's office, Luke Forward, and the Arizona Congressional Delegation to ensure the best case possible is made.

### **Project Management Methods and City Staff Coordination**

Our management methods and communications with city staff would be designed to accomplish the specific purposes of the projects for which we are retained. Certain elements of our efforts, however, are universally applied to all client engagements. These elements include: a strict ethic of bipartisanship; operation as a functional extension of our clients in Washington, D.C.; aggressive two-way communication with our clients; the establishment of specific and measurable goals to achieve ambitious yet realistic objectives; a teamwork approach that best leverages our talents and strengths; and compliance with all applicable laws and the highest ethical standards.

As Managing Principal of CAPITOLOGIC, Steve Primrose brings more than 20 years of federal experience to the table. Having represented the federal interests of Arizona cities since 2004, the experience of Mr. Primrose to develop and pursue municipal federal agendas has been direct and immediate. We have a record of accomplishment on behalf of municipalities and

## METHOD OF APPROACH

similar clients of which we are proud. Our partnership with localities that we are intimately familiar with has been and will continue to be a central feature of our firm's federal practice.

### *Project Management Methods*

CAPITOLOGIC is a flexible organization that can adapt to the various nuances of our clients. Some clients prefer a rigid outline detailing each step of the process, while others prefer to hit certain targets and then re-evaluate before proceeding. As an example, our firm can go about securing success for the city by establishing a work plan in order to achieve a complete understanding of the city's issues. Once that is achieved, we engage key stakeholders and interested parties as determined in consultation with the Intergovernmental Affairs Office.

### Work Plan Development

Scoping: When selected by the city of Peoria for specific or general representation, CAPITOLOGIC would commence the first phase of activities. This would involve evaluating the city's current priorities pertaining to particular issues and identifying the strengths and weaknesses associated with those goals given the current federal funding environment and your congressional legislative priorities. Given the familiarity of Mr. Primrose with issues of importance to the West Valley, we will not face a steep learning curve. Instead, we hope to hit the ground running and begin outreach to all members of the Arizona Congressional Delegation, relevant congressional committees, and federal agencies. This is done to collect their perspectives on current priorities for integration into the city's long-term plans, including committees with jurisdiction over defense, transportation, energy, natural resources and appropriation issues. We would also monitor the appointment of key cabinet-level officials who have the ability to affect the city's priorities.

• • •

Develop Action Plans: During the second phase, our team could draft a strategic action plan that establishes specific goals and timelines for the various activities contemplated.

• • •

Final Review and Briefings: In the third phase of the project our team, along with city officials, will review the drafted strategic action plan with a goal of modifying it based on changing priorities or circumstances, including revisions based on policy changes originating on Capitol Hill. These activities would lead to a formal strategic plan of action. If necessary, we would arrange to meet with city department heads in order to determine the federal nexus and whether financial support for a city project should be secured. When staff determines it is necessary, we anticipate working with the Intergovernmental Affairs Office to brief city council and seek formalization of the city's position.

• • •

Implementation: Upon approval of the strategic plan of action, our team would embark upon a fourth phase involving a more intense period of outreach to the Arizona Congressional Delegation staff to present the plan and to enlist specific members to play roles in its execution. Further, phase four would also involve the roll out of the plan to stakeholders in the city of Peoria and to secure their cooperation and active involvement in the tasks included in the plan.

At this point in the process, we would work with city officials to introduce this plan to members of the Arizona Congressional Delegation. If funding related, we would execute the requisite procedural steps associated with appropriations requests, including:

## METHOD OF APPROACH

development of request summaries; draft request letters to jurisdictional subcommittees, testimony and supplemental correspondence, as required; collection of data and completion of member project request forms, as required; adherence to subcommittee deadlines; outreach to jurisdictional subcommittee staff and members; and appropriate intervention at various stages of the appropriations process, including House and Senate mark-ups (subcommittee and full committee), floor consideration, and committee on conference deliberations.

Considering the fiscal constraints of Arizona's municipalities, our team is prepared to refine messaging to reflect the current environment on the Hill and develop the basic documents we believe will be necessary to present the city's case for federal funding. For purposes of both money and time, we're not suggesting onerous brochure design/printing processes, but instead a series of one-page sheets that can be assembled in lobby-kit form. This can easily be integrated with parties the city engages with for public relation purposes.

### Engaging Key Stakeholders

CAPITOLOGIC can manage any federally related project in support of the city of Peoria's federal goals at the beginning of its term of representation. This is done initially through the following:

- Identify key stakeholders, decision-makers and opinion leaders at the federal level that the city will be engaging on an ongoing basis. The starting point would be members of the Arizona Congressional Delegation; however, the process would be continuous and seek to reach out to entities and individuals in federal agencies based on the city's priorities.
- Draft correspondence and briefing materials to be used in support of the city's agenda, in close coordination with the city's Intergovernmental Affairs Office.
- Facilitate meetings and schedule visits for city of Peoria officials with key congressional members and executive agency officials to introduce them to the issues facing Peoria as well as solicit suggestions regarding the city and its federal priorities. We would attend these meetings and conduct appropriate follow-up with members, committees, staff and agencies.
- Work closely with the relevant congressional committee chairmen and key members of Congress outside the Arizona delegation to ensure that the city of Peoria's priorities are being consistently and appropriately advanced at the committee level in Congress and within the federal agencies.

On an ongoing basis, CAPITOLOGIC can maintain a continuous presence in the federal apparatus in Washington, D.C. by engaging in the following activities:

- Proactively educate key administration officials, congressional members and appropriate staff, and the relevant state officials on the city of Peoria's initiatives, priorities and agenda.
- Facilitate city officials testifying before key congressional committees when appropriate, drafting testimony and preparing witnesses as needed.
- Conduct the appropriate congressional member, committee and staff follow-up, along with related ongoing and targeted meetings with members and staff, on specific issues of concern.

## METHOD OF APPROACH

- Coordinate visits for congressional members and staff, as well as federal officials to the city of Peoria. Visits are the most effective way to convey the strategic importance and relevance of individual priorities. We would partner with the Intergovernmental Affairs Office to formalize a program for these visits.
- Represent the city at relevant third-party stakeholder and community group meetings, including the Arizona municipality federal representation group, in order to advance the city's interests in Congress and the executive branch.
- As appropriate, mobilize the Arizona Congressional Delegation on behalf of the city to engage the executive branch regarding issues of interest and importance.
- Coordinate and assist in arranging attendance at key Washington, D.C. events in which key elected officials, appointed officials and staff are present.
- Attend key committee hearings and mark-ups in the House and Senate, as well as important regulatory hearings related to the city's agenda, and provide written updates on these activities. When feasible, all appropriate tactics would be employed to influence these deliberations, including suggesting guidance to congressional members on proposed legislation or draft amendments that would accomplish the city's objectives.
- Continuously monitor all committees of jurisdiction related to the federal agenda, review legislation that may affect priorities, and identify opportunities for the city and policy changes that are adverse to the city's interests.

Through these efforts, CAPITOLOGIC will ensure that the Arizona Congressional Delegation remains focused on the importance of adequately funding and supporting one of Arizona's most fascinating communities. This would be accomplished through a myriad of contacts in several executive branch agencies, using established relationships with congressional offices, federal officials, and key committee staff.

In these efforts, as always, CAPITOLOGIC will be hands-on, efficient, service-oriented and most importantly, driven by quantifiable results and measurable success. We have made it a top priority to ensure that we manage every aspect of our work on behalf of a particular client and do so in a timely, effective and responsive manner. We possess the expertise and capacity to handle the city's federal agenda, and will be careful to ensure that the Scope of Work is well within our abilities to deliver the highest level of service and results.

### *City Staff Coordination*

CAPITOLOGIC fully recognizes the importance of complete and regular client coordination and keeping the client informed. Mr. Primrose is known for consistent engagement of his municipal counterparts. He has worked with five Arizona municipalities and has attended the annual meeting of the League of Arizona Cities and Towns for the past six years. In fact, he is the only federal lobbyist to do so. Our experience has shown that taking part in the annual League of Cities conference provides us with indications of issues that are of concern to municipalities throughout Arizona. In turn, these issues provide us with a more proactive method of determining both threats and opportunities that the city may encounter in the months and years to come.

In order to appropriately represent the city, it is critical that our team become intimately aware of its current and future projects and interests. We expect regular interaction with Intergovernmental Affairs Office staff on at least a weekly basis resulting in a two-way exchange of information. While the preponderance of information will be coming to the city, our

## **METHOD OF APPROACH**

contributions can be more targeted and effective when we are most knowledgeable of the city's direct and indirect interests. We look forward to examining such documents as the Capital Improvement Plan, council agendas and minutes, annual budgets, and citizen-staffed committees tasked with providing recommendations to the city.

We communicate effectively through our use of wireless phones with e-mail and voice mail capabilities to remain in touch with clients, colleagues and policymakers. Furthermore, home telephone numbers are available to clients requiring 24-hour access. We have remote access to the IT network from home computers and laptops. Optical scanning, high-resolution color printing, and desktop publishing are among the many information processing technologies internally available to the team as well. Enhanced teleconferencing capabilities are available and engaged on a regular basis.

The review of information alone cannot replace the steady flow of conversations and meetings with department heads and staff. Under the direction of the Intergovernmental Affairs Office, we anticipate engaging the council during work sessions, regular council meetings, scheduled visits by our team to the city, and any other venue deemed suitable.

### **Addressing the Criteria**

The cover letter of this submission addresses the service category CAPITOLOGIC seeks to provide.

### **Location of Work**

The provision of federal legislative consulting services would fall within the province of the Washington, D.C., area office of CAPITOLOGIC. In order to effectively represent our clients, our firm has exceptional access to Capitol Hill and executive branch agencies while being flexible enough to meet with city officials in Peoria whenever necessary. With more than 20 years of federal experience (as both lobbyists and government officials), we are well equipped to pursue all elements of the city's federal agenda in the national capital.

## **FIRM'S SIMILAR EXPERIENCE / PROJECTS**

### **Public Sector Experience**

The following identifies members of CAPITOLOGIC with public sector experience who would represent the city. It does not represent the full scope of human resources available for municipal projects; we would, of course, expect to activate other senior advisers as necessary or appropriate.

Steve Primrose established CAPITOLOGIC LLC in early 2009 after gaining more than 20 years of experience at the federal level. Prior to starting his own firm, he worked with the Arizona-based government relations firm of Triadvocates as a principal in its Washington, D.C., office for more than four years. His previous experience has proven to be incomparable with respect to the representation of Arizona municipalities in Washington, D.C. In his last position, Mr. Primrose provided federal government relations services to the cities of Mesa, Surprise, Chandler, Goodyear and Sierra Vista, focusing largely on federal appropriations for infrastructure and economic development.

Mr. Primrose has helped other municipal clients secure unbudgeted federal appropriations for similar efforts, including law enforcement resources, military construction, wastewater facilities and surface transportation improvement projects. He has also participated in the effort to secure federal funding for the Phoenix METRO light rail system, a \$1.3 billion project for which hundreds of millions of dollars have already been appropriated.

Before entering the private sector in 2004, his most recent position was that of chief of congressional affairs for the Drug Enforcement Administration (DEA) where he was the agency's primary interface with Congress. For the 12 years prior to his appointment at DEA, Mr. Primrose worked as a legislative adviser for both the Federal Deposit Insurance Corporation and the Resolution Trust Corporation. His legislative branch experience includes serving on the staffs of Sen. John McCain and the Senate Committee on Banking, Housing and Urban Affairs.

Mr. Primrose received his Bachelor of Science degree in 1989 from Arizona State University. Born and raised in Arizona, he is the founder of the Capital Alumni Network, the largest coalition of university alumni chapters in the country. He also serves as past president and on the board of directors of the State Society of Arizona.

Attuned to the federal needs of municipalities by virtue of his past representation of a number of Arizona cities, Mr. Primrose is well aware of the various funding sources tendered by the federal government. Additionally, his work in three different government agencies has afforded him extensive knowledge of the regulatory process. He also is prepared to work with city officials to identify and pursue grant assistance opportunities. Mr. Primrose would put his experience to work in building support for such proposals, both within the administration and among congressional champions.

Our firm has vast experience and a deep well of knowledge about federal processes, protocols, procedures and politics. We would rely on these information resources and our collective judgment to render the best possible counsel to the city regarding federal matters of all sorts.

## **FIRM'S SIMILAR EXPERIENCE / PROJECTS**

### **Firm's Expertise and Bipartisanship**

CAPITOLOGIC has the demonstrated ability, institutional breadth and requisite enthusiasm to provide federal legislative consulting services as identified in the Request for Qualifications. We would be pleased and honored to draw upon its expertise in appropriations, transportation infrastructure, defense infrastructure, renewable energy, environmental restoration, public safety, and other areas of federal interest to assist in the execution of the city's federal program for fiscal years 2011 and beyond.

We are prepared to assume responsibility for protecting the city's interests throughout the federal apparatus. Beyond our targeted advocacy and promotion of the city's federal agenda, we could proactively: seek opportunities for federal assistance or otherwise strengthen the city's relationship to the federal government; alert the city to emerging threats; support legislative and executive initiatives redounding to the city's benefit; oppose legislation or policy proposals detrimental to the city's interest; prepare testimony, correspondence, rulemaking comments and other materials to communicate policy positions developed in cooperation with the city; and intervene as necessary with congressional interests and agency officials.

The relationship of Mr. Primrose to the Arizona Congressional Delegation is one of the principal, important and unique strengths of CAPITOLOGIC. The firm has positive and productive working relationships in all ten of the Arizona congressional offices. We work with Arizona delegation members and staff on a regular and bipartisan basis.

As an example of the bipartisan nature of his work, Mr. Primrose represented the Nature Conservancy in its efforts to seek funding above the amount requested in the President's 2006 budget for operations and maintenance of Alamo Dam in western Arizona. He successfully promoted justification of the project to both Representative Raul Grijalva (arguably the most liberal member of the House) and Representative Trent Franks (arguably the most conservative member of the House), resulting in \$450,000 in additional funding through the FY 2006 Energy and Water Development Appropriations Bill.

Additionally, he has on several occasions been successful in securing the backing of both Representative Franks and Representative Ed Pastor for infrastructure projects important to the City of Surprise. Republican or Democrat, CAPITOLOGIC has the requisite reach to achieve the goals of its clients.

### **Firm's Experience/Projects**

CAPITOLOGIC is especially well qualified to represent the city of Peoria in Washington, D.C., and would be singularly proud to do so. The city's requirements for federal representation align extremely well with our firm's capabilities and experience. Having represented various Arizona municipalities at the federal level, Mr. Primrose is intimately familiar with the infrastructure challenges faced by incorporated communities in Maricopa County, has developed close working relationships with members of the Arizona Congressional Delegation and their staffs, and understands the components of a successful federal relations strategy.

The following are examples of CAPITOLOGIC's experience with three recent projects.

## FIRM'S SIMILAR EXPERIENCE / PROJECTS

*Client:* City of Surprise, Arizona  
*Address:* 16000 N. Civic Center Plaza  
Surprise, Arizona 85374  
*Contact:* Michael Celaya, Director of Intergovernmental Relations  
(623) 222-3623  
[Michael.Celaya@surpriseaz.gov](mailto:Michael.Celaya@surpriseaz.gov)

### *Descriptions and Dates of Projects: FY 2005 to 2010 – Contributions to City Infrastructure*

Mr. Primrose has helped to develop the city's familiarity with the federal process and establish relationships with its congressional delegation. Since 2005, he has worked with city officials and senior staff to enhance their interactions with members of Congress and the executive branch, including but not limited to seven visits to Washington, D.C., by city officials; more than 30 meetings with members of Congress and their staff; more than 20 meetings with senior agency officials; and five visits to the city by members of Congress and their Washington-based staff.

Mr. Primrose helped secure an appropriation of \$500,000 for an arsenic mitigation program within the State and Tribal Assistance Grants account of the Environmental Protection Agency. The federal funds were directed for use on the Roseview Water Supply Facility. The funds were included in the Interior Appropriations Bill, fiscal year 2009. And in FY 2010, Mr. Primrose worked with the congressional delegation to secure \$200,000 applicable to law enforcement technology upgrades for the City of Surprise Police Department.

*Client:* City of Sierra Vista, Arizona  
*Address:* 1011 N. Coronado Drive  
Sierra Vista, Arizona 85635  
*Contact:* Mary Jacobs, Assistant City Manager  
(520) 458-3315  
[Mary.Jacobs@SierraVistaAZ.gov](mailto:Mary.Jacobs@SierraVistaAZ.gov)

### *Descriptions and Dates of Project: FY 2005 to 2008 – Preservation of Fort Huachuca*

Working alongside his former colleagues, Mr. Primrose provided consulting services related to the 2005 Base Realignment and Closure (BRAC) process. Ultimately, the team's efforts secured a number of favorable outcomes for the community. The overarching goal of the representation, preservation of Fort Huachuca, was accomplished when the Department of Defense and BRAC Commission agreed to neither close the Fort nor effect substantial realignments of its missions.

Working with the Upper San Pedro Partnership and members of Arizona's Congressional Delegation, Mr. Primrose and his former colleagues helped secure annual appropriations for partnership projects through the Bureau of Land Management (BLM). Team efforts helped secure additional and separate appropriations for the Agricultural Research Service (ARS), the United States Geological Survey (USGS) and the Bureau of Reclamation (BOR) to participate in partnership activities. More specifically, for fiscal year 2005, the team helped secure \$1,000,000 for Upper San Pedro Partnership activities through BLM, \$250,000 to initiate a BOR water augmentation study for the Sierra Vista Subwatershed, \$445,000 for the ARS to perform additional research, and \$250,000 for the USGS to support partnership activities. Comparable appropriations for fiscal year 2006 included \$1,000,000 for partnership activities through the BLM, \$645,000 for the ARS, and \$300,000 for the USGS. Fiscal year 2007 funding for each of these activities (including additional funding budgeted for the BOR to continue planning level

## FIRM'S SIMILAR EXPERIENCE / PROJECTS

studies of augmentation alternatives) was included in various appropriations bills considered by Congress. Success in achieving these appropriations was absolutely essential for the continued operation of Fort Huachuca, which in turn was necessary to ensure the continued economic well-being of the city of Sierra Vista. Mr. Primrose and his former colleagues were also effective in working with members of the congressional delegation to obtain federal appropriations to implement an Intergovernmental Agreement (IGA) for Effluent Management between Huachuca City and Fort Huachuca. The IGA provided for untreated effluent from Huachuca City to be piped to the Fort Huachuca wastewater treatment system for treatment and recharge, thereby providing Huachuca City with a much-needed upgrade of its treatment system and Fort Huachuca with a necessary increase in rechargeable effluent. The team's efforts helped secure an appropriation in the amount of \$5,100,000 in the Defense Appropriations Bill for fiscal year 2006.

It should be noted that our extended experience with both the West Valley and Ft. Huachuca could be beneficial to assisting the city of Peoria in its efforts to protect Luke Air Force Base.

*Client:* City of Mesa  
*Address:* 20 East Mesa Street, Suite 750  
Mesa, Arizona 85211  
*Contact:* Scott Butler, Director of Government Relations  
(480) 644-2964  
[Scott.J.Butler@cityofmesa.org](mailto:Scott.J.Butler@cityofmesa.org)

### *Descriptions and Dates of Projects: FY 2005 to 2007 -- Transportation and Environmental Restoration*

Mr. Primrose and his former colleagues helped secure millions of dollars in congressionally directed funding for infrastructure improvements at Williams Gateway Airport (WGA). In his previous position, he and his colleagues successfully sought funding of \$1,500,000 for perimeter road paving and the provision of improved emergency access to WGA in the Transportation Appropriations Bill for fiscal year 2006. As passed by the House of Representatives, the transportation funding measure for fiscal year 2007 included \$2,000,000 for completion of a taxiway segment to remove large aircraft from the existing taxiway along the edge of the general aviation ramp. Of the 80 House earmarks included within the Airport Improvement Program account, only one was larger than the \$2,000,000 designated for WGA. No funding was included in the administration's budget requests for any of the projects detailed above.

With respect to fiscal year 2007 funding of the Main Street Bus Rapid Transit (BRT) project, Mr. Primrose and his colleagues helped secure recommended appropriations of \$1,000,000 in the Transportation Appropriations Bill passed by the House and \$2,500,000 in the companion bill reported by the Senate Appropriations Committee.

Mr. Primrose and his former colleagues helped secure annual appropriations for the Va Shly'ay Akimel Salt River Restoration Project. Mr. Primrose and his colleagues worked with the city to secure funding in excess of \$3,000,000 to complete both a reconnaissance study and feasibility study and to initiate preconstruction design and engineering of the project. Efforts to promote statutory authorization of the project resulted in its inclusion in the Water Resources Development Act of 2007 passed during the 110th Congress. Enactment of this measure into law authorized a federal contribution to the project exceeding \$100,000,000.

## STAFF'S ASSIGNMENTS AND EXPERIENCE

### Examples of Similar Projects

The following are examples of similar projects Mr. Primrose has provided for clients.

*Client: City of Surprise, Arizona*

*Scope and Date of Service: FY 2010 COPS Law Enforcement Technology Grant*

- Mr. Primrose helped secure an appropriation of \$200,000 for law enforcement technology upgrades through the Department of Justice's Community Oriented Policing Services (COPS) by working closely with both Representatives Ed Pastor and Trent Franks. By sustaining the city's request with ample justification, Congress funded the upgrades for laptop computers and enhanced report writing systems for the city's police department. The effort required concise communication with the sponsoring members of Congress, the House and Senate Appropriations Subcommittee on Commerce, Justice, Science, and staff for Senator Jon Kyl.
- In anticipation of city officials coming out to Washington, D.C. for the National League of Cities conference, Mr. Primrose arranged for an ambitious agenda to educate newly elected city council members on the numerous facets of the city's federal agenda. Meetings were arranged with senior officials from the Department of Housing and Urban Development, International Trade Administration, Department of Homeland Security, Federal Emergency Management Agency, the Federal Transit Administration, Governor Brewer's Federal Relations Director, Senators John McCain and Jon Kyl, and Representatives Trent Franks and Ed Pastor.
- When the city was in need of a highly visible speaker to present at a city-sponsored youth job summit, Mr. Primrose was able to call upon his vast resource of federal contacts. Even though it was short notice, the highest ranking Special Agent in Charge throughout the southwest from the Drug Enforcement Administration made time available to speak to the students in what was one of the most successful professional preparation summits in the West Valley.

*Client: City of Sierra Vista, Arizona*

*Scope and Date of Service: FY 2008 Upper San Pedro Partnership Efforts for Fort Huachuca*

- Working with the Upper San Pedro Partnership and members of Arizona's Congressional Delegation, Mr. Primrose helped to secure annual appropriations through four different federal agencies in order to support the water supply of Fort Huachuca. The success in providing a sustainable water supply is necessary to ensure the continued economic well-being of the city of Sierra Vista. Mr. Primrose and his former colleagues were also effective in working with members of the congressional delegation to obtain federal appropriations to implement an Intergovernmental Agreement (IGA) for Effluent Management between Huachuca City and Fort Huachuca. Briefings were held with members of the House and Senate Appropriations Committee as well as federal agencies supporting untreated effluent from Huachuca City to be piped to the Fort Huachuca wastewater treatment system for treatment and recharge, thereby providing Huachuca City with a much-needed upgrade of its treatment system and Fort Huachuca with a necessary increase in rechargeable effluent. Working alongside former Representative Jim Kolbe, the team's efforts helped secure an appropriation in the amount of \$5,100,000 in the Defense Appropriations Bill for fiscal year 2006.

## STAFF'S ASSIGNMENTS AND EXPERIENCE

### Staff Resumes

#### Steven S. Primrose

##### Federal Relations Professional

More than 20 years of Federal Executive and Legislative branch expertise as well as Public Affairs Consulting experience driving public policy and enhancing corporate and community positioning.

##### Summary

Results-oriented, influential leader with policy and political advocacy experience in a diverse range of federal issues in the energy, environment, drug enforcement, banking, and technology areas. Known for ability to develop and implement vision, strategies and goals. Excels in dynamic, challenging environments while focusing on both short and long-term goals.

##### Experience

###### **Capitologic LLC - Washington, DC**

###### **Managing Principal, 2009 to Present**

Founder and chief strategist of the government affairs consulting practice. Develop and implement tailored client services covering federal appropriations, strategic consulting, government marketing, and issue management.

##### **Selected Achievements:**

- Managed all federal relations activities for a Fortune 500 with a wide range of interests before the Department of Energy, OMB, EPA, CPSC, and the Army Corps of Engineers. Positioned company as the premier source of industrial processes to an investigative federal agency that resulted in substantial goodwill. Additionally, advised on pension relief, derivative reform, and net operating loss carryback tax legislation.
- Counseled a Fortune 100 company's efforts to gain the maximum benefit possible from the Stimulus package. Efforts resulted in the expedited consideration of federal programs that complimented energy and environmental sustainability endeavors throughout the corporation.
- Advocate on behalf of one of the fastest growing municipalities in the country regarding federal participation in its infrastructure development. Advise and prepare congressional earmark requests.
- Champion the efforts of a small wireless fidelity provider to federal installations including FLETC, DEA, as well as Army and Air Force bases. Collaborated with military officials to open an RFP to competitive consideration.

###### **Triadvocates LLC - Washington, DC**

###### **Principal, 2004 to 2009**

Federal Relations Advisor for the Firm's Policy & Advocacy business line. Responsible for implementing business strategies, representing clients at the highest possible level of satisfaction and retention, and leveraging capabilities and relationships of all team members and contacts.

##### **Selected Achievements:**

- Advocated on behalf of a Fortune 100 company's effort to utilize revolutionary processes to run an industrial facility entirely on solar power, biomass energy, and water recycling.
- Guided privately-held Fortune 500 client to successful opposition of an ill-crafted environmental remediation proposal that would have caused significant job loss.
- Positioned client to become one of the most influential parties in federal rulemaking for mandated emergency health care funding.
- Led advocacy efforts to navigate a Fortune 100 company's compliance with federal transportation safety statutes.
- Developed successful strategies for the delivery of more than \$20 million dollars to local communities for surface transportation infrastructure, aviation infrastructure, and environmental restoration projects.

## STAFF'S ASSIGNMENTS AND EXPERIENCE

### **Drug Enforcement Administration - Washington, DC**

#### **Chief, Congressional Affairs (Acting)/Congressional Liaison Specialist, 2002 to 2004**

Responsible for planning, implementing and successfully representing DEA's priorities before Congress. Advanced strategies for legislative proposals and public policy. Advised senior managers on legislative matters, including technical legislative amendments.

#### **Selected Achievements:**

- Coordinated more than 70 briefings during the 108th Congress. Represented DEA to Congress on issues including pharmaceutical diversion, internet pharmacy investigations, re-exportation, terrorism, money laundering, and border security.
- Drafted testimony for twelve congressional hearings.
- Senior advisor to nominee during Senate confirmation process.
- Composed major correspondence for sensitive congressional inquiries and investigations. Originated DEA's legislative wish list.
- Received the DEA Special Act Award in 2003.

### **Federal Deposit Insurance Corporation / Resolution Trust Corporation - Washington, DC**

#### **Legislative Advisor, 1991 to 2002**

Developed and implemented strategies for legislative proposals and public policy related to the financial services industry.

#### **Selected Achievements:**

- Assisted on "Gramm-Leach-Bliley" legislation reversing 65 years of separation between commerce and banking.
- Detailed to serve as Congressional Fellow to the Senate Banking Committee during consideration of \$45 billion funding request for the savings and loan bailout.
- Prepared financial synopses for the meetings between the FDIC Chairman and Congress. Provided in-depth analysis of legislation and issues of concern to Congress.
- During the 107th Congress, responsible for monitoring more than 400 different congressional bills that had potential impact on FDIC.
- Responsible for analysis and forecasts of division's IT strategic plan and development of budget methodologies. Devised and supervised junior staff work product.

### **Senator John McCain - Phoenix, AZ**

#### **Staff Assistant, 1987 to 1991**

Coordinated Senator's local aspect issues for banking, international trade, procurement, economic development, small business and federal grants.

#### **Selected Achievements:**

- Prepared speeches for Senator's speaking engagements.
- Directed Senator's economic development, small business and procurement advisory committees.
- Coordinated Arizona's then two largest Japan trade functions.

#### **Education**

#### **Arizona State University - Tempe, AZ**

B.S., Political Science, 1989

#### **Interests**

Founder/Chairman, Capital Alumni Network; Chapter President / Board Member of the Year / Alumni of the Year, ASU Alumni Association; President/Board Member, State Society of Arizona.

## **COST / FEE**

### **Base Fee Schedule**

In representing municipalities, historically CAPITOLOGIC LLC has not had established billing rates. We do not engage in time engineering or recording activities that divert from client representation. We would rather invest whatever time and resources required securing positive outcomes for our clients.

CAPITOLOGIC LLC typically proposes fee arrangements based on a monthly retainer over a one-year period, enabling our clients to achieve a degree of budgeting certainty unavailable from hourly rates. We believe that a retainer-based arrangement is most appropriate in this instance as well.

That said, fees for representation of a municipality of similar size are approximately \$7,000 to \$10,000 per month, depending on the scope of the work. This applies to work such as federal appropriations which might cover ten months of effort, to the influencing of congressional legislation or regulatory proposals from the Administration over shorter periods of time.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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

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

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

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

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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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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

### Materials Management Procurement

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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:



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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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.



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

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

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



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

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



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

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

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

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

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

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

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

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



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

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

#### 28. Required Insurance Coverage:

##### a. Commercial General Liability

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

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

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

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

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

##### d. Professional Liability

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



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

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

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

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

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

31. **Independent Contractor:**

a. General

i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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

c. Other Benefits

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

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

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



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



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

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

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

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

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

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

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

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

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



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

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

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

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



## SCOPE OF WORK

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### SECTION 1 - INTRODUCTION

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



## SCOPE OF WORK

Solicitation Number: P10-0059

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
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### SECTION 2 - SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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



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**2.4 Category 3– Community Outreach** - Advise the Intergovernmental Affairs Office or designee on outreach plans or serve as the City’s on-the-ground project representatives to implement outreach programs.

Meet with elected officials, local chamber of commerce groups, neighborhood groups, Boards, and Valley leadership groups to provide information and education re: specific legislative or policy issues.

Establish and maintain positive working relationships on behalf of the City with elected officials, business leaders, and stakeholders in communities.

**2.5 Category 4 – Development and Presentation of Promotional Materials** - Prepare persuasive advocacy materials for use with public officials, including decision maker briefs, position papers, findings, motions and resolutions.

Work with the Intergovernmental Affairs Director or designee to identify issues to be highlighted with the public, elected officials, community groups, etc.

Assist the Intergovernmental Affairs Director or designee with refining communication goals and strategies, identifying target audiences and defining and implementing effective public communication programs (e.g. coalition building and grassroots organizing).

Develop promotional and presentation materials. Assist with briefings.

**2.6 City’s Responsibilities** - City shall furnish consultant(s), at no cost to the consultant, the following information or services for this contract:

- A. One copy of data pertinent to the work. However, consultant shall be responsible for research and requesting information required for the project.
- B. All available data and information relative to policies, standards, criteria, studies, etc.
- C. Designate the name of a City employee who will serve as the contract manager during the term of this contract. The contract manager has the authority to administer this contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by City on any aspect of the work shall be directed to the contract manager.



## SUBMITTAL REQUIREMENTS

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### SECTION 3 – INSTRUCTIONS AND EVALUATION

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



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

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

#### D. Cost/Fee:

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

#### E. Compliance with Request for Proposal:

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

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

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

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

#### 3.5 Proposal Due Date and Contact Information:

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

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

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

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



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*Company Name*

*Company Address*

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

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

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

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

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

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

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



## QUESTIONNAIRE

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



## QUESTIONNAIRE

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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.