CONTRACT AMENDMENT

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying Category 1 - State

Amendment No. Three (3) Date: 3/24/14

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

Buyer: Christine Finney

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

THE NEW CONTRACT TERM is **06/01/13 to 06/30/15**

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

Signature	Date	Typed Name and Title	Company Name
	4-10-14	Jim Norton Director of Government & Public Affairs	R and R Partners

Address	City	State	Zip Code
245 W. Roosevelt St. Ste. B	Phoenix	AZ	85003

Attested By:

for Rhona Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

26 mar 14

Department Rep: Tammy Shreeve, Council and Grant Program Manager

CC Number

ACON26210C
Contract Number

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

The above referenced Contract Amendment is hereby Executed

April 30, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal

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

Official File

ACON26210C

CONTRACT AMENDMENT

Solicitation No. P10-0059 Page 1 of 1

Description: Consultant Services for Lobbying Category 1 - State

Amendment No. Two (2) Date: 3/15/12

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

Buyer: Christine Finney

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

THE NEW CONTRACT TERM:

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

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

Signature	Date	Jim Norton Director of Government & Public Affairs Typed Name and Title	R and R Partners Company Name
245 W. Roosevelt St. Ste. B Address		Phoenix City	AZ State	85003 Zip Code

Attested By:
Rhonda Geriminsky
for Wanda Nelson, City Clerk

Director: John Schell, Intergovernmental Affairs Director

Department Rep: Tammy Shreeve, Council and Grant Program Manager

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

CC Number

ACON26210B
Contract Number

The above referenced Contract Amendment is hereby Executed

JUN 18, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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

Official File

A CON 26210B

CONTRACT AMENDMENT

Solicitation No.	P10-0059	Page 1 of 2	
Description:	Consultant Services for Lobbying State		
Amendment No.	One (1)	Date:	02/23/11

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

Buyer: Christine Finney

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

THE NEW CONTRACT TERM:

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

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

Signature	Date	Typed Name and Title	Company Name	
	5-2-11	Jim Norton Director of Government & Public Affairs	R and R Partners	
245 W. Roosevelt St. Ste. B		Phoenix	AZ	85003
Address		City	State	Zip Code

Attested By:
Wanda Nelson
Wanda Nelson, City Clerk

Director: John Schell, Intergovernmental Affairs Director

City Manager: Carl Swenson

Ellen Van Riper, Assistant City Attorney

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

CC Number

ACON26210A
Contract Number

The above referenced Contract Amendment is hereby Executed

May 11, 2011, at Peoria, Arizona

Herman F. Koebergen, Materials Manager
for

City Seal

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

Official File

A CON 26210A

ORIGINAL

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

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

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

OFFER

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

For clarification of this offer contact:

Name: Jim Norton

Telephone: 602.263.0086 Fax: 602.263.0087

R and R Partners
Company Name

Authorized Signature for Offer

245 W. Roosevelt St, Suite B
Address

Jim Norton
Printed Name

Phoenix AZ 85003
City State Zip Code

Director of Government and Public Affairs
Title

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

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

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

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

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

Approved as to form: Ellen Van Riper, Assistant City Attorney
Stephen M. Kemp, City Attorney

CC:

Contract Number: ACON 26210

Contract Awarded Date 5/26/10

City Seal

Official File:

Carl Swenson, City Manager

COP 203RFP (02/05/10) CW

A CON 26210

REQUEST FOR PROPOSAL (RFP)
CITY OF PEORIA

SOLICITATION NUMBER:
P10-0059
CONSULTANT SERVICES FOR LOBBYING – STATE LEGISLATIVE CONSULTING SERVICES

Due Date: April 22, 2010 – 5:00 P.M.

SUBMITTED BY

R&R PARTNERS

R&R Partners Government and Public Affairs Arizona
245 West Roosevelt Street, Suite B
Phoenix, AZ 85003
(602) 263-0086
www.rrpersuasion.com

I. Introduction and Overview of Firm

R&R Partners is an integrated marketing communications firm with divisions specializing in government and public affairs, public relations, advertising, special events, broadcast production, digital marketing and research. Headquartered in Las Vegas, the company has offices in Reno, Salt Lake City, Washington, D.C. and Phoenix with a proven track record on client assignments throughout the United States, Canada, Europe, Mexico and parts of Asia.

R&R Partners Government and Public Affairs consists of four lobbyists, Jim Norton (Director), Marc Osborn (Deputy Director), Jeff Gray (Associate), Kelsey Lundy (Associate), as well as a policy analyst and office manager. Cumulatively, the firm's personnel have over 50 plus years of government relations experience. Jim, Marc, Jeff and Kelsey have served extensively in state government through legislative work with the executive, as well as a number of years in the private sector. All three have extensive experience representing governmental entities before the Legislature, including: Department of Housing, Department of Environmental Quality, Arizona Historical Society, Board of Chiropractic Examiners, City of Phoenix, City of Goodyear and Navajo County.

II. Method of Approach

Our lobbying team proposes to fulfill its role for a specific project by meeting with City Staff, stakeholders and other relevant persons at the direction of the City to develop a prioritized list of issues to be addressed. We anticipate that the City will designate a contact person with whom and through whom we will primarily communicate. Our firm can specifically provide assistance for action items to achieve the City's goals for state program development, as well as legislative and executive outreach. They are as follows:

- Agenda development.
- Create a timeline to meet all action objectives.
- Consensus achievement, communication with stakeholders on goals (drafting, circulation and modification of legislation if needed).
- Engage key legislative and executive officials to participate in achievement of goals.
- Communication with legislative and executive branches on goals.
- Presentation of issues to relevant stakeholders, elected officials, and other entities.
- Identification of legislators in support of goals, legislative sponsor.
- Monitoring legislative committees and providing written and oral statements.
- Issuing legislative updates to the City.
- Pursuit of final passage and enactment of the City's goals.
- Provide appropriate liaison work with various levels of government, boards, and leadership groups.

In addition to advancing specific issues, the firm's lobbyists are prepared to work to defeat legislation that would negatively impact the City, should a compromise not be achieved or is not desired. Lastly, the firm is prepared to work closely with the executive and state agencies on non-legislative and/or regulatory issues of interest.

With our lobbying team, the City will experience a sincere willingness to listen and help craft strategies

that reflect their goals. It is our aim to listen, learn, and assist the City in advancing the agenda it deems uniquely important. As seasoned veterans, the firm's lobbyists have a documented mastery of the legislative process and state government, and have excellent relationships with key decision-makers which will allow the lobbying team to serve as effective advocates for the City.

III. Experience and Expertise Offered

R&R has produced significant legislative and regulatory victories for our clients. Listed below are recent successful legislative efforts by R&R lobbyists.

- Passed legislation allowing public and private water/wastewater providers to enter into mutual aid agreements, thus ensuring expedited access to the resources during times of emergency that would cause a disruption in service.
- Passed legislation, as part of the state budget, allowing a city or town of any size to enter into a loan agreement with the Water Infrastructure Financing Authority without submitting the question of entering into the loan to voters. This provision saved hundreds of thousands of dollars in unnecessary election costs and helped ensure that R&R's client remained eligible for millions of dollars in federal American Recovery and Reinvestment Act funding.
- Despite a multi-billion dollar budget shortfall, R&R Partners successfully led a coalition of business interests to enact an expansion of the Research & Development tax credit, and further helped champion the creation of a new tax credit for manufacturers of renewable energy.
- Working with Hall of Fame quarterback Jim Kelly, R&R Partners led the fight to stop cuts to the Arizona Newborn Screening Program. R&R's strategy helped separate our message from the hundreds of other groups protesting budget cuts. The headline by a local news outlet summarized Kelly's visit to Arizona well: *"Kelly executes flawless game plan."* Proposed cuts to the program were ultimately removed from consideration by the Legislature.
- After several years of contentious debate with organized labor, R&R Partners lead an effort to successfully pass consensus workers' compensation reform legislation, benefiting self-ensured public and private employers. The bill passed unanimously in both houses of the Legislature.
- Passed legislation to provide counties with flexibility in the area of work schedules by permitting a 4-day, 40-hour work week, this saving the client $100,000 per year on utility costs and other expenses.
- In the wake of a growing worldwide outbreak of swine flu, R&R passed legislation to expand the scope of practice of specially trained pharmacists to permit them to administer immunizations/vaccinations without a doctor's prescription. The authority will become an important weapon in the growing fight against the spread of the virus.
- Passed tort-reform legislation during a Democratic gubernatorial administration to stop frivolous lawsuits by consumers who claim that restaurants are responsible for their obesity.

Project/Client One:
2009 (49th Legislature, 1st Regular Sessions)
Client: City of Phoenix, Karen Peters, Karen.peters@phoenix.gov, (602) 262-7771
R&R Staff Lead: Jeff Gray. Marc Osborn and Jim Norton also worked on issue.

Project Description - Current law requires that local governments over 50,000 in population utilizing WIFA financing must hold an election. Since WIFA is the point for much of the water-related federal

stimulus monies, Phoenix needed to hold a citywide election to access these federal funds (costing in excess of $500,000). The city portion of the financing for the projects is scheduled to be paid from revenues derived from water/wastewater payments – not property or sales taxes – that were already approved by city voters. R&R Partners secured support from Rep. John Kavanagh, Sen. Jim Waring and the Governor's Office to include the language to address this issue in the package of 2009 budget bills, which were ultimately signed by the Governor. R&R also worked with stakeholders, such as the Arizona Tax Research Association, ADEQ and WIFA to ensure that all questions and concerns were addressed.

Project/Client Two:
2009 (49th Legislature, 1st Regular Session)
Client: City of Goodyear, Romina Korkes, romina.korkes@goodyearaz.gov, (623) 882-7054
R&R Staff Lead: Marc Osborn. Jim Norton and Jeff Gray also worked on issue.

Project Description – Worked with a coalition of stakeholders, such as the Greater Phoenix Economic Council (GPEC), to pass legislation (SB1403) to create a new tax incentive program for expanding or locating new renewable energy operations in Arizona. R&R help secure bi-partisan support for the measure. After the bill was signed by the Governor, Goodyear was able to secure a major solar manufacturer to locate its facility within the City's boundries.

Project/Client Three:
2009 (49th Legislature, 1st Regular Session)
Client: Navajo County, James Jayne, james.jayne@co.navajo.az.us, (928) 524-4000
R&R Staff Lead: Jim Norton. Marc Osborn and Jeff Gray also worked on issue.

Project Description – R&R Partners worked with House Majority Whip Andy Tobin, Sen. Sylvia Allen and the County Supervisors Association to pass legislation (HB2236) permitting counties to enact a a 4-day, 40-hour work week. In tight budget times, this work schedule would help Navajo County alone save nearly $100,000 per year on utility costs and other expenses. The bill passed both houses of the Legislature with wide bi-partisan support and was signed by the Governor.

Staff Assignments and Experience

Each staff person from R&R Partners will be available to work on the needs of the City. Jim Norton would serve as the lead on any contract awarded via this proposal.

Jim Norton
Government and Public Affairs Director
Jim Norton has been representing business and industry issues at the county, state and federal level in Arizona for many years. During this time, the firm has grown to represent many of the state's largest and most recognizable corporate clients.

Jim began his public affairs career as an employee of The Pensus Group a local investment company with projects throughout Arizona. In 1995, Governor Symington appointed Jim to the Arizona Department of Environmental Quality as its legislative liaison. During his tenure at ADEQ, Jim served as Legislative Liaison, Executive Assistant to the Director in Government Affairs, and Acting Director Waste Programs Division. During his tenure at ADEQ, Jim successfully lobbied on issues involving fuels, the landmark Water Quality Assurance Revolving Fund (WQARF) revisions, the Underground Storage Tank

(UST) program, and solid waste programs.

In 1997 he joined the Arizona Chamber of Commerce as Vice President for Public Affairs which gave him the opportunity to work with the states many different small and large Arizona businesses. In November of 1999 Jim formed his own firm for lobbying business issues and established Norton & Associates. The firm recently merged with R&R Partners to provide full service government affairs, specializing in business lobbying and government and public affairs.

Marcus Osborn, Ph.D.
Government and Public Affairs Deputy Director
Marc's lobbying career began with the Arizona Chamber of Commerce advocating public policy on behalf of the Arizona business community. While at the chamber, he lobbied the Legislature, administrative agencies and other governmental bodies on numerous and diverse issues important to the business community. Marc also has held legislative and public affairs director positions with the Arizona Department of Commerce and the Arizona Department of Environmental Quality.

Marc's areas of expertise include: education, regulatory reform, environmental law, tax policy, health care, employment law, workers' compensation, transportation, tort reform, economic development, infrastructure financing authorities, campaign management as well as the overall legislative and rulemaking process.

Throughout his career, Marc has worked on a wide variety of high-profile issues including major changes in Arizona's regulatory process, environmental laws and employment statutes. Marc holds a Ph.D. from Arizona State University in public administration with emphasis on organizational theory, policy analysis, a master's degree in public administration, and an undergraduate degree in political science and history from the University of Arizona. He's also completed a senior executive study at Harvard.

Jeff Gray
Government and Public Affairs Associate
Jeff Gray served the Arizona executive branch during Republican and Democratic gubernatorial administrations. Jeff was Director of Legislative Affairs for Governor Jane Dee Hull, as well as Government Relations and Communications Administrator for the Arizona Department of Housing during Governor Janet Napolitano's first term in office. While with Governor Hull, Jeff was responsible for overseeing the day-to-day operations of the Governor's Legislative Office, including managing all legislation and providing oversight of all state agency legislative liaisons. This experience allowed Jeff to work on legislative issues in a wide variety of public-policy arenas. From 2003 to 2006, Jeff worked for the newly created Arizona Department of Housing and served as the Department's liaison to the Arizona Legislature, Congress, local governments and members of the media. Jeff worked on a host of federal and state housing issues, such as taxation, zoning, economic development, private activity bonds, infrastructure financing, tribal housing, and budgeting, to name a few. He also worked successfully to increase the visibility of issues relating to housing affordability amongst the local media. Most recently, Jeff served as a partner with a local government relations firm and represented a host of public, private and nonprofit clients.

Jeff also has experience in serving municipal government through work on council appointed citizen committees, which has allowed for a fuller and more robust understanding of the issues facing local governments. Jeff Gray served on the City of Goodyear's 2004 Bond Committee. The Committee

studied and recommended the use of additional general obligation bonding authority for future capital expenditures, including water and wastewater capital improvement projects. Recommendations were submitted to Goodyear residents during a September 2004 special election and all were passed. Jeff also served on the Goodyear 2006/07 Citizen's Public Safety Advisory Committee, which made a number of policy recommendations regarding public safety (police and fire) service level expectations, needed programs and future facilities. Many of these recommendations are currently being implemented.

Kelsey Lundy
Government and Public Affairs Associate
Kelsey has 15 years of government relations experience at all levels of government. She has successfully navigated clients through difficult and controversial issues relating to banking and finance, health insurance, labor/management, health care and health care professions and public pension systems. During her career, Ms. Lundy served as Director of Legislative Relations with the Illinois State Chamber of Commerce and was primarily responsible for the political and public policy efforts of the Chamber. Ms. Lundy also served on the staff of the Arizona House of Representatives, the Office of Arizona Attorney General Grant Woods and the Office of U.S. Senator John McCain.

IV. Fees for Services Outlined Herein

In exchange for these services, R&R Partners proposes that the City of Peoria pay a fee not to exceed the total sum of $75,000 annually. A fee of $6250.00 will be paid on a monthly basis.

V. Current Client List

Arizona Chamber of Commerce and Industry; Arizona Manufactures Council; Arizona Historical Society; Arizona Board of Regents; BP/ARCO; City of Phoenix; City of Goodyear; City of Peoria; City of surprise; Enterprise Rent-A-Car; El Paso Electric Company; Goodrich Corporation; Johnson International; Reed Elsevier; Raytheon Company; Republic National Distributing Company; Ridgeway Oil and Gas Corp.; Yavapai County Fair Association; Arizona Self-Insurers Association; Arizona Pharmacy Alliance; March of Dimes; Arizona Ophthalmological Society; United HealthCare; Arizona Highway Patrolmen Association; Midwestern University; West Valley Partners; Valley Metro Rail; Valley Metro RPTA; WESCAP Investments Inc.; Prison Health Services.

VI. Office Location

The principal office location for R&R Partners GPA is 245 W. Roosevelt Street, Suite B, Phoenix, AZ 85003. This location houses all of the firm's staff and daily operations.

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package . It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

11. **AWARD OF CONTRACT:**

    a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

Copyright 2003 City of Peoria, Arizona

STANDARD TERMS AND CONDITIONS

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
   c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

Copyright 2003 City of Peoria, Arizona

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

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as

Copyright 2003 City of Peoria, Arizona

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

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

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

    Force majeure shall not include the following occurrences:

Copyright 2003 City of Peoria, Arizona

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

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

Copyright 2003 City of Peoria, Arizona

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

26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.

28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.

32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.

35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.

36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

Copyright 2003 City of Peoria Arizona

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P10-0059**

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to **request qualifications and establish a contract for Consultant Services for Lobbying**.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Contract Type:** Fixed Price

6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.

9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

10. **Submittal Requirements:** **Scope of Work and Submittal Requirements are outlined in detail on Pages 16 – 21.**

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

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

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

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

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

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

14. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the consultant must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the consultant must be in agreement.

    Any orders placed to the successful consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

15. **Performance Warranty**: This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.

16. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.

17. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.

18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.

19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

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

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

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

22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.

23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.

24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

26. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

27. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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

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

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

28. **Required Insurance Coverage:**

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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

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

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

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

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

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

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

31. **Independent Contractor:**

    a. General

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

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

    b. Liability

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

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

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

    c. Other Benefits

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

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

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

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

33. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

34. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

35. **Confidential Information:**

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

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

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

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

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

b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

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

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

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

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

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

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

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

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

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

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

    a. The Consultant provides material that does not meet the specifications of the contract;

    b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;

    c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

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

    a. Cancel any contract;

    b. Reserve all rights or claims to damage for breach of any covenants of the contract;

    c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;

    d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:

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

i. Deduction from an unpaid balance;

ii. Or any other remedies as provided by law.

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

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

a. Transportation:

i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.

ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.

ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accomodations within Peoria can be found on the following website: http://visitpeoriaaz.gov/accommodations.php

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

SECTION 1 - INTRODUCTION

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

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

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

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

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

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

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

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

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

SECTION 2 - SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Develop promotional and presentation materials. Assist with briefings.

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

A. One copy of data pertinent to the work. However, consultant shall be responsible for research and requesting information required for the project.

B. All available data and information relative to policies, standards, criteria, studies, etc.

C. Designate the name of a City employee who will serve as the contract manager during the term of this contract. The contract manager has the authority to administer this contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by City on any aspect of the work shall be directed to the contract manager.

SECTION 3 – INSTRUCTIONS AND EVALUATION

3.1 **Proposal Format** Proposals shall be submitted in one (1) original and three (3) copies and one electronic copy (PDF format on CD-ROM) on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 15 pages, including resumes.

3.2 **Schedule:** The following is the current schedule for this solicitation. Please be advised that these dates are subject to change as deemed by the City.

April 22, 2010	Submittals Due
July 1, 2010	Anticipated Award

3.3 **Proposal Content:** The following items shall be addressed in the proposal submission. Please note content may be different dependent upon the category:

- Responses for more than one (1) category may be submitted by submitting separate sealed proposals for each category.
- Marketing and sales type information shall not be included. The page maximums are intended to encourage focused responses.

A. Method of Approach:

- Understanding of the service category requirements.
- Describe your project management methods and how you would propose to coordinate projects in the service category with City staff.
- Include a one-page cover letter which addresses the criteria listed herein.
- Location of office performing the services.

B. Firm's Similar Experience/Projects:

- Public sector experience preferred.
- Describe your firm's specific areas of expertise and demonstrate your firm's ability to work successfully with the leadership with both political parties. (Not applicable to category 4).
- Identify and describe your firm's experience with three (3) similar projects within the past five (5) years. Provide the client's contact name, and current contact information including phone number and e-mail address.
- Response shall be specific and complete in every detail with concise information of your firm's ability to meet the objectives of the requested services.

C. Staff's Assignments and Experience:

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

D. Cost/Fee:

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

E. Compliance with Request for Proposal:

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

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

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

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

3.5 Proposal Due Date and Contact Information:

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

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

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

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

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

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

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

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

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

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

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

QUESTIONNAIRE

Solicitation Number: **P10-0059**

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

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

QUESTIONNAIRE

Solicitation Number: **P10-0059**

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__✓__.

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