



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P12-0071 A (CATZ-FED)** Proposal Due Date: **May 1, 2012**
 Materials and/or Services: **Consultant Services for Lobbying – Request for Qualifications (Year Three Additions)** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Christine Finney**
 Phone: **(623) 773-7115**
 Mailing Address: **City of Peoria, Materials Management
 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or 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:

Telephone: (602) 279-9925 Fax: (602) 279-9935

Name: RUBEN E. ALVADEZ

Email: RAEMA-firm.com

MOLERA ALVADEZ

Authorized Signature for Offer

Company Name

300 W. CLARENDON AVE, STE 220

RUBEN E. ALVADEZ

Printed Name

Address

PHOENIX AZ 85013

MANAGING PARTNER

Title

City

State

Zip Code

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; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or 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 Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
 Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 6/29/12

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



CC: _____

Contract Number: ACON31512

Contract Awarded Date June 28, 2012

Dan Zenko
 Dan Zenko, Materials Management Supervisor

Official File: _____

MOLERA ALVAREZ

A GOVERNMENT & PUBLIC AFFAIRS FIRM

May 1, 2012

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

Ms. Finney:

I am pleased to present for your consideration our proposal to provide consultant services for lobbying for the City of Peoria.

Molera Alvarez offers a blend of experience unsurpassed by typical public affairs firms, with a commitment to match. With its depth of experience Molera Alvarez offers unparalleled insight into the inner workings of the public policy process, including the unique challenges faced by municipalities and the interplay between the federal agencies and organizations with which they interact, to the intricacies of maneuvering through the federal process often deemed a mystery to most.

We meet the needs of its clients through open communication, timely action, regular reports and teamwork. Our mission is to create strategic alliances to obtain beneficial results for our clients.

The Molera Alvarez team has years of collective experience in the public policy arenas on the local, regional, state and federal levels. Our experience includes work on behalf of a host of municipalities, public agencies and private companies as they face challenges in both the halls of federal government and in the community at large.

Molera Alvarez brings experience unparalleled by other firms to the City of Peoria by virtue of our principals' work as West Valley city intergovernmental affairs staff. This "insider's perspective" is invaluable for the City, as the complexities of not only federal municipal issues, but of the federal legislative and agency processes, are best represented when they are fully understood.

Principals of the firm have worked on Capitol Hill, for federal agencies, as city federal lobbyists, for Arizona Governors, for the Arizona House of Representatives, as city "intergovs", and even have served as statewide officials. This experienced affords our firm solid experience with issues of interest to cities ranging from homeland security and public safety, wastewater and Army Corps of Engineers construction projects, to neighborhood and environmental grants.

Molera Alvarez firmly believes that no lobbying venture can fully succeed without a close collaboration and partnership with client staff. Our team has vast experience in this arena, realizing our efforts are to support and supplement the already active staff of our clients.

We look forward to working with the City of Peoria and to assist the city in meeting its legislative goals.

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A. METHOD OF APPROACH

UNDERSTANDING THE SERVICE REQUIREMENTS

The City of Peoria provides excellent municipal services by anticipating community needs, creating partnerships, promoting sustainability and embracing diversity. – City of Peoria Mission Statement

The City of Peoria is fast growing and often on the cutting edge of municipal services and efficiencies. The city has an award winning commitment to sustainability, as well as an award winning dedication to progressive human resource management programs. The City also faces the challenges that come with municipal boundaries spanning two Arizona counties (one rural and one urban) and two Congressional districts.

The ability to keep up with the City commitments is often contingent on federal financial assistance, but the prolonged federal budget crisis continues to stretch the ability of cities to fund services vital to the wellbeing and safety of their residents.

Molera Alvarez understands that many fiscal issues of interest to the City come from the federal government, including affordable housing, recreation, homeland security, community development, and public safety. Molera Alvarez is experienced in assisting city departmental staff in identifying and monitoring federal legislation and regulation pertaining to these and other issues.

Molera Alvarez brings experience unparalleled by other firms to the City of Peoria by virtue of our principals' work as West Valley city intergovernmental affairs staff. This "insider's perspective" is invaluable for the City, as the complexities of not only federal municipal issues, but Arizona municipal interplay, are best represented when they are fully understood. Molera Alvarez is well versed in the numerous issues facing the City of Peoria, which not only includes the relationships between the federal government and the City, but includes the nuances between West Valley cities and the other Phoenix metropolitan area cities, as well as between the West Valley cities themselves. This understanding affords our firm a unique ability to work as effective consultants for the City of Peoria.

PROJECT COORDINATION WITH CITY STAFF

Molera Alvarez firmly believes that no lobbying venture can fully succeed without a close collaboration and partnership with client staff. Our team has vast experience in this arena, realizing our efforts are to support and supplement the already active staff of our clients. In that vein, Molera Alvarez's experience and expertise in lobbying and legislative consulting, when coupled with the experience and guidance of the City staff, will provide numerous benefits.

An important aspect of legislative consulting is to assure the client is provided with fully vetted and analyzed information in order to make accurate and timely decisions. Molera Alvarez will provide the City Manager, designated staff and the Council if requested, weekly written legislative updates during the span of the federal project. In addition, Molera Alvarez will meet with city staff on a regular basis to discuss updates, and to refine the project strategies as necessary.

PROJECT MANAGEMENT METHOD

Molera Alvarez meets the needs of its clients through open communication, timely action, regular reports and teamwork. Our mission is to create strategic alliances to obtain beneficial results for our clients. Our method for advocating on behalf of our client's interests are strengthened by developing

and implementing successful strategies that will provide access to decision makers and that will influence policy.

Molera Alvarez's approach to lobbying on behalf of the City of Peoria, based on extensive knowledge of city legislative and agency issues, is to execute the agenda with policy, political and public strategies. Those strategies correspond to a project strategy that will be developed in cooperation with the City Council, City Manager and designated staff, and that will be dynamic enough to allow for changes during the fast paced and evolving Congressional session.

The public policy process has no defined timetable, and quick action is often necessary to take advantage of opportunities and thwart challenges. Molera Alvarez is committed to quick action when projects are assigned. To that end, Molera Alvarez will participate in regularly scheduled meetings with Intergovernmental Affairs staff for guidance and development of strategy, as well as the opportunity to report on progress and challenges.

After assignment of a project to the firm and consultation with the City staff, Molera Alvarez will design an internal strategy for our team members, including designation of one member as project lead, and assignment of responsibilities based on team members' relationships and expertise. Molera Alvarez's project management approach makes our firm unique and beneficial to the City of Peoria by virtue of the fact that we not only have team members in Washington D.C., but the City of Peoria project team leader will be based in Phoenix – all but eliminating travel time and expense for in person consultations or updates.

Another component of our project management method is to utilize public strategies to meet client goals. One way our team does so is to organize and execute special events, ranging from simple press conferences and community forums, to coordinating meetings with Congressional members and staff on Capitol Hill.

As mentioned, not all federal goals are accomplished solely in Washington D.C. An additional advantage that Molera Alvarez has over other federal lobbying firms is that we, because we are based in Phoenix, have team members whose expertise and relationships reside in the Arizona state legislative, business and grassroots communities. Utilization of these relationships will undoubtedly benefit the City of Peoria in garnering support for city projects.

LOCATION OF OFFICES

Molera Alvarez will coordinate the City of Peoria's federal projects from our two offices:

Molera Alvarez Washington D.C. office: 1321 N. Van Dorn St., Alexandria, Virginia

Molera Alvarez Phoenix office: 300 W. Clarendon Ave., Suite 220 Phoenix

B. FIRM'S SIMILAR EXPERIENCE/PROJECTS

EXPERIENCE AND ABILITY OVERVIEW

Molera Alvarez offers a blend of experience, skills, and resources that, working in conjunction with the City of Peoria team, enables us to provide the highest quality government relations consulting services.

Specifically:

- Molera Alvarez principals have a solid understanding of the public policy process as a result of direct involvement in that process in multiple ways – as statewide elected officials, as staff members of municipalities, federal public agencies and Congressional offices, as federal lobbyists for numerous public sector clients, and as campaign strategists.
- The Molera Alvarez team has experience in securing sponsorship of federal legislation through our numerous relationships.
- Molera Alvarez principals have extensive experience and success in lobbying Congress and federal agencies to secure appropriations, grants, authorizations, and rule changes.
- Molera Alvarez principals have worked to not only secure many federal grants of interest to cities, but have experience in the intricacies of the federal regulations that bind grantees.
- Molera Alvarez principals experience includes tenure as Director in the Intergovernmental Relations Departments of two Arizona communities - Glendale and Avondale, managing the federal efforts for both cities. This unparalleled experience affords our firm the intimate familiarity with the unique challenges faced by cities in conjunction with Congressional committees and federal agencies with which cities work most frequently, and it demonstrates our ability to work conductively with City Council, City Management and staff.
- The firm's extensive involvement in issues impacting municipal governments has resulted in the development of relationships with a broad network of respected and influential community organizations, as well as with individual business and community leaders who can have influence in advancing the City's public policy goals.
- As a result of its broad body of work, Molera Alvarez principals enjoy strong relationships with and the respect of elected officials at the federal, state, and county levels, as well as those from local communities - relationships that most federal firms that cannot match.
- Public policy is now a critical factor in every segment of society, whether it manifests through a legislative body, a regulatory agency, or voters' actions. Molera Alvarez offers a complete spectrum of public affairs services, including lobbying, government relations, coalition building, research, messaging, community outreach and strategic planning – all aimed at increasing the success of the City's goals.

PUBLIC SECTOR EXPERIENCE

Molera Alvarez has represented numerous public sector clients at the federal level, the state level and at the municipal level, and has a long and varied list of public sector experience. Additionally, principals of the firm have worked on Capitol Hill, for federal agencies, for Arizona Governors, for the Arizona House of Representatives, for Arizona cities, for consortiums in Washington DC, and even have served as a statewide official.

A partial list of public sector experience and clients includes:

- Deputy Assistant Administrator, U.S. Small Business Administration
- Congressional staff member
- Washington D.C. Council of Chief State School Officers: Policy Analyst

- Arizona Superintendent of Public Instruction
- Intergovernmental Relations Director for two Arizona cities
- Governor's Office: Policy Advisor for Legislative Affairs
- Governor's Office: Policy Advisor for Education
- Governor's Office: Policy Advisor for Arizona Mexico Relations
- Director of Governor's Office of Equal Opportunity:
- Arizona Department of Education: Director of Policy and Federal Relations
- Arizona-Mexico Commission: Executive Director
- Arizona House of Representatives : Director of Operations
- University of Arizona School of Medicine
- Arizona Sports and Tourism Authority
- City of Phoenix
- Peoria Unified School Districts
- Mesa School District
- Agua Fria Unified School District
- Arizona Board of Education
- Arizona Professional Firefighters Association
- City of Scottsdale
- City of Avondale
- City of Glendale
- City of Fremont, California
- City of Dayton, Ohio
- City of San Francisco California

FIRM'S SPECIFIC AREAS OF EXPERTISE/ABILITY TO WORK IN BI-PARTISAN MANNER

Molera Alvarez's areas of expertise include all aspects of the federal lobbying process including garnering appropriations, securing grants, obtaining authorizations, negotiating rule and regulation amendments and developing useful relationships regardless of party affiliation, because client representation and achievement of goals cannot be accomplished without bi-partisan support.

Specifically, Molera Alvarez is experienced in working with the bi-partisan Senate and House members and staff as well as leadership staff, which allows us to secure support from both sides of the aisle. The ability to work in a bi-partisan manner will be a great asset to the City, as municipal issues are not those that should get caught in partisan politics.

In addition, though many government relations firms have relationships that are valuable to clients, what is often lacking is the knowledge of the federal statutory, agency and regulatory processes as they pertain to city issues.

Molera Alvarez brings a unique set of qualifications to the City of Peoria that includes extensive experience with federal legislative lobbying, federal legislative consultation, and federal agency advocacy. Our firm has experience with federal issues of interest to cities such as CDBG, LIHEAP, wastewater, public safety, telecommunications, the environment, and many more.

Principles of Molera Alvarez have worked as Congressional staff in Washington D.C., as bi-partisan Presidential Transition Team staff, as appointed officials to national committees, and as Arizona city intergovernmental staff. Because of this broad experience, Molera Alvarez also brings strong relationships with bi-partisan members of Arizona's Congressional delegation and other bi-partisan

members of Congress. We also bring experience working with national associations such as the National League of Cities (NLC) and the U.S. Conference of Mayors (USCM).

Simply put, Molera Alvarez has the ability to engage in lobbying efforts and to take advantage of the relationships we have—and the access it yields—among bi-partisan policymakers in both the executive and legislative branches of the federal government, as well as in state, county and neighboring local governments.

BI-PARTISAN FEDERAL PROJECTS

Principals of Molera Alvarez have worked on issues for cities ranging from homeland security and public safety to wastewater and Army Corps of Engineers construction projects. Examples of federal advocacy work include:

- Representation of a national homeland security program on behalf of 124 municipalities, including securing over \$200M in federal funds over eight years. Appropriation each year has been achieved through bi-partisan joint letters of request and active support of the program.
- Securing \$1.6M for wastewater treatment plant for City of Avondale, Arizona. Appropriation request was secured by work with two bi-partisan Arizona delegation members.
- Securing \$1M for outfitting the West Valley Joint Public Safety Training facility for City of Glendale, Arizona. Appropriation request was secured by work with two bi-partisan Arizona delegation members.
- Securing Congressional authorization language for national Metropolitan Medical Response System for first time in statute. Legislation was introduced by numerous bi-partisan Congressional members.
- Securing \$100M for Tres Rios Recreation Project for City of Phoenix. This appropriation was secured through work with the joint bi-partisan membership of the Arizona Congressional delegation.
- Working in conjunction with NLC and USCM to urge Congress to continue to fund CDBG, LIHEAP, COPS, State Wastewater Revolving Fund and many more.
- Securing Arizona Congressional delegation support for telecommunications legislation on behalf of AT&T.
- Securing support from the bi-partisan U.S. Hispanic Congressional Caucus for the merger of two national telecommunications companies.

THREE SIMILAR PROJECTS (WITHIN LAST FIVE YEARS)

1. *Metropolitan Medical Response System (MMRS)*

Molera Alvarez principals have successfully lobbied Congress to continue to fund the MMRS program, a national homeland security program that provides local medical care and response in a mass casualty event, which has been eliminated in the President's budget for seven consecutive years. Not only has this lobbying effort been successful in protecting the program from elimination, the effort has produced increasing appropriation amounts each year despite the diminishing national budget.

Our firm has also secured bi-partisan introduction of authorization legislation for MMRS, and has successfully moved the bill through Congressional committees.

In addition to the direct lobbying effort, Molera Alvarez principals have provided legislative consulting services and strategic planning for the 124 largest cities in the country, which all participate in MMRS, and represent the program with federal Departments and the Executive branch. To date, the lobbying efforts have produced \$200 million to the MMRS program.

- Contact: *Robert Dudgeon, Deputy Director San Francisco Department of Emergency Management*
 - Rob.dudgeon@sfgov.org
 - 415-487-5000

2. *Tres Rios Project, City of Phoenix*

Molera Alvarez utilized our close relationship with Senator Kyl, the "water expert" in the Senate to secure the request for and the successful appropriation of \$100 million for the Tres Rios Project, a constructed wetlands, flood control and environmental restoration project.

- Contact: *Karen Peters, Government Relations Director, City of Phoenix*
 - Karen.peters@phoenix.gov
 - 602-256-4257

3. *FEMA Grant Guidance Rule Revision*

Molera Alvarez principles were contracted to advocate for a rule revision in the Homeland Security Grant guidance that would remove a cap on administrative costs. Molera Alvarez principals worked with national grantees and with FEMA and Department of Homeland Security officials to justify the removal of the cap and to rewrite the guidance for future years.

- Contact: *Bill Ginnow, Program Manager, Office of Emergency Medical Services, Virginia Emergency Management*
 - Ginnow@vaems.org
 - 757-963-0632

C. STAFF'S ASSIGNMENTS AND EXPERIENCE

Kristin Greene, Vice President, Federal and Local Affairs

- *Project Description: MMRS Appropriation and Rule Revision 2004-present*

Currently represents the MMRS program, a national homeland security program, on behalf of 124 municipalities, successfully lobbying Congress to continue to fund the program, which has been eliminated in the President's budget for seven consecutive years. Not only has this lobbying effort been successful in protecting the program from elimination, the effort has produced increasing appropriation amounts each year despite the diminishing national budget.

In addition to the direct lobbying effort, efforts include providing legislative consulting services and strategic planning for the 124 largest cities in the country, which all participate in MMRS, and represents the program with federal departments and the Executive branch. To date, the lobbying efforts have produced \$200 million to the MMRS program.

- *Project Description: West Valley Training Facility Appropriation, City of Glendale, Arizona 2004-2006*

Provided government relations services to the City of Glendale by developing and managing the first federal advocacy program in the City - a program that secured over \$12 million cash in less than eighteen months. Success was garnered by lobbying Congress and by finessing regulatory issues to benefit the City. Funds secured included securing \$1M for outfitting the West Valley Joint Public Safety Training facility.

- *Project Description: Treatment Plant Appropriation, City of Avondale, Arizona 2002-2004*

Secured a federal appropriation from Congress of \$1.6 million through a request from Senator Kyl and Congressman Pastor, for the city to build a wastewater treatment plant. Worked closely with the congressional committee staff to draft the necessary request and lobbied members of the appropriations committees in both chambers.

- *Project Description: MMRS Authorization 2010-2012*

Drafted and secured Congressional authorization language for national Metropolitan Medical Response System for first time in statute. Legislation was introduced by numerous bi-partisan Congressional members, and has received Congressional hearings – not a standard practice for single subject bills.

- *Project Description: Municipal Federal Projects, Cities of Avondale and Glendale, AZ 2002-2006*

Managed City federal agendas by working with city departments to ascertain needs and identify potential federal funding sources; served as lead lobbyist for the city agendas, and worked in conjunction with National League of Cities and U.S. Conference of Mayors to urge Congress to continue to fund CDBG, LIHEAP, COPS, State Wastewater Revolving Fund and many more.

- *Project Description: Healthcare Federal Projects, AZ Association of Community Health Centers 1996-2002*

Managed federal agenda for Arizona's non-profit community health centers including

appropriations requests for capital projects, working with Center for Medicaid and Medicare to revise regulations favorable to Arizona, and lobbying federal agencies to secure Arizona specific grant funds.

Ruben Alvarez, Managing Partner

- *Project Description: Dewey Square Group (on behalf of AT&T) January 2006 – April 2006*

Successfully lobbied members of the Arizona Congressional Delegation on behalf of AT&T, to gain support for efforts aimed at achieving net neutrality in the telecommunications business. This project included meeting with members of the Arizona Congressional Delegation and their staff, as well as providing grassroots support directly to the Congressional offices.

- *Project Description: Sprint/Nextel 2005-2006*

Successfully worked with members of the U.S. Hispanic Congressional Caucus to gain support for the merger between Nextel Communications and Sprint. Activities included scheduling meetings with various members of the Hispanic Congressional Caucus, providing briefing materials regarding the potential merger of the two telecommunication companies and obtaining their support. The merger of the two companies was approved.

Brittany McMaster, Federal Director

- *Project Description: Presidential Transition Team 2008-2009*

Functioned as lead point person for the U.S. Small Business Administration as the agency prepared the transition team for then President-elect Obama. Worked with political and career agency managers to prepare and provide briefings and documents critical to a smooth and prepared transition.

- *Project Description: IDEA Reauthorization 2004-2005*

Represented Congressman Ric Keller during conference negotiations reauthorizing federal legislation. Duties included ensuring provisions of the House passed version of the bill were maintained in the final Individuals with Disabilities Education Improvement Act (IDEA).

- *Project Description: Pell Grant Program 2004-2005*

Duties included building and managing the Pell Grant Caucus within the U.S. House of Representatives. Brittany worked closely with the bipartisan members of the Caucus to support and advocate for legislative proposals to increase the Pell Grant program.

D. COST/FEE

Molera Alvarez proposes a flat fee of \$75,000. Our hourly rate averages \$225.00. Fee structure depends on the size and scope of work required by the client. Any fee undoubtedly is open for negotiation with City of Peoria's City Manager's staff and Intergovernmental Affairs personnel.

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KRISTIN GREENE

Experience

1/12-present **Molera Alvarez** *Phoenix, Arizona*
Vice President, Federal and Local Affairs

8/06-1/12 **Capitol Strategy Group, LLC** *Phoenix, Arizona*
Principal

- Founded political consulting firm with emphasis on advocacy, strategic planning, crisis management and communications, and intergovernmental relations,

6/08-1/10 **RIESTER** *Phoenix, Arizona*
Associate Director, Public Affairs

- Developed and manage political advocacy division within Public Affairs Department
- Represented clients in Congress, at state legislatures, and with federal, state and local agencies
- Developed strategic plans for client needs
- Lead and managed statewide ballot initiative political and media campaign in 2008
- Coordinated grassroots efforts, organizational strategy, and public relations efforts for clients
- Developed and managed crisis communications plans for clients

7/04 -8/06 **City of Glendale Arizona** *Glendale, Arizona*
Deputy Director of Intergovernmental Programs

- Developed, implemented and directed federal legislative program
- Liaison for public safety agencies and Emergency Operations Center
- Liaison to State Homeland Security Advisory Council
- Coordinated legislative strategic planning
- Participated in state legislative advocacy
- Managed intergovernmental aspect of special projects including Fiesta Bowl and Super Bowl

1/02 – 7/04 **City of Avondale** *Avondale, Arizona*
Government Affairs Manager

- Managed city legislative state and federal program
- Directed legislative strategic planning
- Advocated on behalf of city with local, state, and federal agencies
- Represented city on regional intergovernmental committees
- Managed various special projects
- contact and message development
- Coordinated volunteer signature gathering and campaign efforts

11/96 – 1/02

Arizona Association of Community Health Centers

Phoenix, Arizona

Director of Government Affairs and Media Relations

- Advocated with state and federal agencies and legislators on healthcare issues
- Organized, facilitated and participated in strategic planning
- Fundraised for state candidates and initiative campaigns
- Managed statewide ballot initiative political and media campaign in 2000
- Spoke at national forums and conferences
- Supervised staff on outreach and enrollment activities for healthcare programs
- Coordinated media relations and campaign media
- Managed member and constituent issues
- Wrote grant proposals for Association and membership

Education

2003

Arizona State University

Tempe, Arizona

Masters in Public Affairs

- Sum cum laude

1995

University of Massachusetts

Amherst, Mass

Bachelor of Arts

- Sum cum laude

Brittany McMaster

1321 N. Van Dorn St., Alexandria, VA 22304

Cell: (703) 362-7462

E-mail: britt36@aol.com

Capitol Hill and Legislative Experience

Washington, DC

U.S. Small Business Administration

Deputy Assistant Administrator – Presidential Appointee

Office of Congressional and Legislative Affairs

January 2006 to January 2009

Deputy and senior advisor to the Assistant Administrator. Point person for the Agency's congressional and legislative affairs activities with Congress and other federal departments. Primary issue areas include financial assistance, federal procurement, disaster response and entrepreneurial development.

Key Contributions:

- Manage staff of seven employees within the SBA's Office of Congressional and Legislative Affairs.
- Acting Deputy Chief of Staff when needed to maintain continuity of operations.
- Formulate and direct legislative and regulatory policies essential to the Administration.
- Participate in development of the Administration's policy statements relating to SBA.
- Liaison with numerous federal agencies including Office of Management and Budget, Government Accountability Office, Department of Justice, Department of Homeland Security, Department of Defense, and General Services Administration, to coordinate activities, policies, testimony and other projects on behalf of SBA.
- Write policy positions, testimony and briefing materials for key agency personnel, as well as prepare them for congressional hearings to ensure Administration's goals and statements are successfully conveyed.
- Work with Congress, small businesses and agencies to resolve federal procurement, issues.
- Liaison with Agency's legal department and program offices to formulate and implement legislation and regulations.
- Key contact for Agency's communications office to formulate, write and clear press statements and responses.
- Prepare SBA transition briefing materials and serve as key contact for President-elect Obama's transition team.

Congressman Ric Keller (R-FL)

Washington, DC

Senior Legislative Assistant

February 2004 to July 2005

Senior legislative advisor to Congressman Ric Keller. Responsible for education, workforce, energy, healthcare, agriculture and social issue areas.

Key Contributions:

- Managed legislative staff.
- Approved daily policy positions, prepared Floor Prep, and analyzed daily votes and potential amendments.
- Drafted legislative language for bills and amendments with the Office of the Legislative Counsel.
- Researched and wrote speeches and briefings for Member on numerous issues.
- Represented Member on his House Committee on Education and the Workforce assignment and with diverse interest groups.
- Managed activities of Pell Grant Caucus on behalf of Member, who was founder and Caucus Chair.
- Represented Member for the Individuals with Disabilities Education Improvement Act (H.R.1350) in discussions between the House Committee on Education and the Workforce and the U.S. Senate Committee on Health, Education, Labor and Pensions during the legislative conference process.
- Liaison with Florida Congressional delegation and Florida Governor's office to build bipartisan coalitions to promote key issues, including state education issues, offshore drilling, disaster assistance, transportation and appropriations process.

Legislative Correspondent

November 2003 to January 2004

- Legislative correspondent in Rep. Keller's Washington, D.C. office. Responsible for all issue areas.
- Conducted research and drafted reports in response to constituent correspondence.
- Worked with contractor to prepare, design and print mass mailings.

Senator Mitch McConnell (R-KY) Majority Whip Office Staff Assistant

**Washington, DC
July 2003 to October 2003**

- Liaison for the Majority Whip to the Republican Caucus, the White House, and executive branch agencies on current floor issues.

Congressman Ric Keller (R-FL) Staff Assistant

**Washington, DC
July 2002 to June 2003**

- Maintained positive communications for Congressman Ric Keller with constituents, other Congressional offices and interest groups.

Other Professional Experience

Molera Alvarez Group Subcontractor-Consultant

**Washington, D.C.
Current**

Point person for Federal work with congressional offices and agency departments.

Key Contributions:

- Work with Phoenix headquarters on Federal projects.

Flinn Foundation Project Manager

**Phoenix, AZ
January 2011 to July 2011**

Develop, implement and manage new civic leadership program, including the Civic Leadership Academy, statewide collaborative and communications initiative.

Key Contributions:

- Assist the Vice President in designing and operating the Civic Leadership Academy and training sessions.
- Develop and implement communications plan, including social media and web content.
- Create mentoring program with state leaders and serve as liaison with program participants.
- Maintain network of statewide civic leadership stakeholders, develop programs to strengthen civic leadership statewide.

Education

**University of Central Florida
Bachelor of Arts in Journalism, Minor in General Business**
Florida Merit Scholar
Alpha Delta Pi Sorority

**Orlando, FL
May 2002**

RUBEN E. ALVAREZ
300 W. Clarendon, Suite 220
Phoenix, Arizona 85013
(602) 279-9925 office
(602) 402-7193 mobile

PROFESSIONAL EXPERIENCE

1/03 – Present **THE MOLERA ALVAREZ GROUP**
Managing Partner: Co-founder of The Molera Alvarez Group (MAG), L.L.C., a business development and consulting firm, specializing in government relations, international business consulting and public affairs.

Major duties include:

- Managing the firm's administrative and financial operations;
- Negotiating the company's contracts;
- Establishing and managing relationships for clients with local, state, federal and international government officials;
- Formulating business development strategies for clients;
- Designing outreach campaigns designed to increase clients' visibility, particularly within the Hispanic market; and
- Organizing public and special events.

7/01 – 1/03

OFFICE OF THE GOVERNOR

Governor's Policy Advisor: Served as Arizona Governor Jane Dee Hull's lead liaison for Mexico affairs and Hispanic issues. Provided staff leadership in the formulation and implementation of policy initiatives, as well as the coordination of protocol activities between the State of Arizona and Mexico.

Major duties included:

- Administering the strategic direction of cross border policy initiatives between Arizona and Mexico;
- Promoting better governmental relations between legislative and state government officials in Arizona and Sonora, Mexico;
- Collaborating with officials from all levels of U.S. and Mexican federal, state and municipal governments on matters pertaining to Mexico policy, NAFTA, the border region and ports of entry;
- Providing management and budgetary oversight of the Arizona-Mexico Commission and the State of Arizona's Trade Office in Hermosillo, Sonora;
- Facilitating dispute resolution on certain matters of general concern affecting both the State of Arizona and the State of Sonora, Mexico;
- Developing cooperative partnerships between the Governor's Office and Hispanic advocacy groups to address issues impacting the Hispanic community;
- Interfacing with the media; and
- Organizing and planning the 20th U.S. – Mexico Border Governors Conference hosted by Governor Hull and the State of Arizona on June 21-22, 2002.

1/99 – 7/01

GOVERNOR'S OFFICE OF EQUAL OPPORTUNITY

Director: Responsible for ensuring equal employment opportunities for over 40,000 state employees by administering and enforcing state and federal laws prohibiting discrimination.

Major duties included:

- Advising the Governor and executive staff on EEO policy and diversity related strategies;
- Working with state agency managers to reduce or eliminate the State's risk management exposure from employment discrimination complaints and lawsuits;
- Supervising the intake, complaint handling and review of alleged cases of discrimination;

- Interfacing with Arizona legislators to lobby and secure support for the functions and activities of the office; and
- Overseeing outreach efforts to develop greater communication links w/ underrepresented communities to disseminate information on state employment opportunities.

3/95 – 1/99

ARIZONA-MEXICO COMMISSION

Executive Director: Administered non-profit membership organization within the Governor's Office. Upon recommendation of the Board of Directors, advised government authorities as well as public and private institutions on a wide range of binational issues including commerce, health, education, environment and tourism.

Major duties included:

- Planning and coordinating binational conferences and seminars;
- Analyzing, evaluating and implementing statewide projects;
- Coordinating visits of foreign dignitaries and government officials;
- Writing speeches and correspondence on Arizona-Mexico issues for the Governor of the State of Arizona;
- Overseeing the management of 17 working committees, including the Executive Committee and the Board of Directors; and
- Maintaining positive working relations with corporate sponsors and implementing annual membership drive to meet budget projections.

EDUCATION

Arizona State University, Tempe, Arizona
Bachelor of Arts in Political Science.

- ASU Hispanic Convocation, **Outstanding Undergraduate Award**
- ASU College of Liberal Arts, **Outstanding Junior Award**
- Pi Sigma Alpha Political Science Honor Society

University of Arizona, Tucson, Arizona.

Border Academy graduate – Intensive interdisciplinary summer graduate study program, June 1998.

Arizona Leadership Academy – Completed State of Arizona's Leadership Skills Training Program, 1996.

PROFESSIONAL & COMMUNITY AFFILIATIONS

- **Latino Leaders Network (Washington, DC), Treasurer**
- **Leukemia & Lymphoma Society of Arizona, Board Member**
- **Voto Latino, Advisory Board Member**
- **CALA Alliance, Board Chair**
- **City of Phoenix Civil Service Board – Board Member**
- **American Lung Association of Arizona/New Mexico, Past Chairman of the Board.**
- **White House Conference on Aging, Presidential Delegate**
- **Herberger Theatre, Past Board Member**
- **City of Phoenix Golf Advisory Committee, Past Board Member.**
- **Better Business Bureau, Inc., Past Board Member.**
- **City of Phoenix Human Relations Commission, Past Commissioner.**
- **Phoenix Convention and Visitors' Bureau Multi-Cultural Advisory Board, Past Board Member.**
- **City of Phoenix 2000 Citizens' Bond Committee, Past Committee Member.**
- **City of Phoenix Census 2000 Campaign, Past Hispanic Advisory Committee Member.**



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms 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 Vendor Offer.
- 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 Buyer 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 Buyer 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 may 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 vendor 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 Vendor (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 goods or services within thirty (30) calendar days after receipt of goods or 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. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/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 Vendor provided payment is made within the discount period.

10. **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.

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

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. 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*.

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor 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 performing of such offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, 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 Contractor or any agent or representative of the Contractor, 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 Contractor 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.

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



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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 Contractor 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 Vendor 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 Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor'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 Contractor.
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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as 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



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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 contractor 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 contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor'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 Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor'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 Contractor 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 Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- 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 Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- 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 PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. 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 material and/or service shall not pass to the City until the City actually receives the material or 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:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **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 Contractor or any other person except with the prior written permission of the City.
30. **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.
31. **COST OF BID/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.
32. **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.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **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.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **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.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0071

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Consultant Services for Lobbying (Year Three Additions)**.
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 contractor.
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 twenty-four (24) months.
8. **Affirmative Action Report:** 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 or 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.
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 15 minutes for a question and answer session. The Consultant's Project/Team Manager



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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:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
- 16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 17. **Scope of Work Deliverable:** The successful contractor 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. The Contractor 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 SubConsultants, 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 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.



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The Consultant, as part of its agreements with any SubConsultant 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 Contractor 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 Contractor's 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 based upon work performed and completion to date, and upon submission of invoices. All invoices shall document assigned tasks and work completed. The City reserves the right to request invoices statements which include a record of time expended and/or work performed in sufficient detail to justify payment.
- 27. **Insurance Requirements:** The Contractor, at Contractor'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 Contractor'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 Contractor'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 Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor 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 endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor'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

Contractor 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



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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 Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor'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 Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor 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 Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor'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. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor'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 Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor 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 Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

29. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor'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 Contractor'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.



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30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
31. **Independent Contractor:**
- a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, 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 Contractor 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 Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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 Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor 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 Contractor.
32. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor 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 Contractor 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 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



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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. Confidentiality of Records: The contractor 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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

37. 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 the 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 contract's 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.
- f. Ensure that computer virus protection is up to date.

38. Ordering Process: Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. 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 material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.



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Any attempt to represent any material and/or 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 contractor.

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. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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

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

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor 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 contractor;
- 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 contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

42. **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:



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- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

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SECTION 1 - INTRODUCTION

1.1 Overview: The City of Peoria is requesting proposals from firms interested in providing consulting and technical support services for City government and community relations. Experience working with municipalities or other government entities is highly desirable. For the current list of firms visit: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51227>.

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 awarded firms will be awarded 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, 2012, and will be in effect for one (1) year, through on or about June 30, 2013. 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.



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SECTION 2 - SCOPE OF WORK

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

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

Consultant shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and specifications of this RFQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract. In addition, any requested reimbursable expenses shall be in accordance with Page 14 of this Contract, Special Terms and Conditions Section 42, 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.

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.

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

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

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

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

Develop promotional and presentation materials. Assist with briefings.

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

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



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SECTION 3 – INSTRUCTIONS AND EVALUATION

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

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

| | |
|-----------------------|-------------------|
| May 1, 2012 | Submittals Due |
| June 1 - July 1, 2012 | 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.



SCOPE OF WORK

Solicitation Number: P12-0071

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 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, preferably 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.

- Method of Approach;
- Firm's Similar Experience/Projects;
- Staff's Assignments and Experience;
- Cost/Fee;
- 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 May 1, 2012.

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# P12-0071, Consultant Services for Lobbying (Year 3 Additions)
Attention: Christine Finney, Buyer II

No faxed or electronic proposals will be considered. Please be advised that failure to comply with the



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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. City forms, single page introduction letter, table of contents page, cover pages (front and back), 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: P12-0071

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

N/A



QUESTIONNAIRE

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City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.



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

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