



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer Christine Finney

Solicitation No P12-0071E Page 1 of 1
Description Consultant Services for Lobbying
Cat 2 - Federal
Amendment No One (1) Date May 2, 2013

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/13

Contract Term: 7/1/13 to 6/30/14

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

	11/1/13	Fred Starzyk Principal	Aronnax Public Strategies, LLC	
Signature	Date	Typed Name and Title	Company Name	
300 New Jersey Ave , NW, Ste 900 PMB #9016		Washington	DC	20001
Address		City	State	Zip Code

Attested By

Rhonda Germinsky, City Clerk

Director John Schell, Intergovernmental Affairs Director
May 13

Requestor Tammy Shreeve, Council Office, Grant Program Manager

CC Number
ACON31912A
Contract Number

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Nov. 12, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



City Seal
Copyright 2003 City of Peoria Arizona

Official File

ORIGINAL



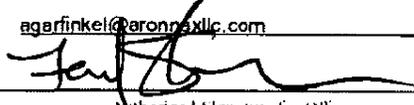
City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P12-0071 E (CART 2 - 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.

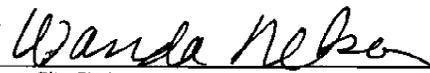
OFFER

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.

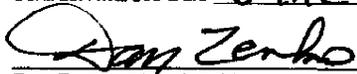
For clarification of this offer contact: Telephone: 202-549-2363 Fax: 888-485-9227
 Name: Andy Garfinkel Email: agarfinkel@aronnaxllc.com
Aronnax Public Strategies LLC 
 Company Name Authorized Signature for Offer
300 New Jersey Ave, NW, Ste. 900, PMB# 9016 Fred Starzyk
 Address Printed Name
Washington DC 20001 Principal
 City State Zip Code Title

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

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

 CC: _____
 Contract Number: ACon31912
 Official File: _____

City of Peoria, Arizona. Effective Date: 6/29/12
 Approved as to form: 
 Stephen M. Kemp, City Attorney
 Contract Awarded Date June 28, 2012

 Dan Zenko, Materials Management Supervisor

A CON 31912



**Response to Consultant Services for Federal Lobbying Request for Qualifications (Year Three Additions) Issued By
The City of Peoria, Arizona
RFQ No.: P12-0071**

Due Date/Time: May 1 2012, 5:00 p.m. MST

Submitted by:

**Andy Garfinkel, Principal
Aronnax Public Strategies LLC
300 New Jersey Avenue, NW
Ste. 900, PMB# 9016
Washington, DC 20001
(202) 549-2363 (Main)
888-485-9227 (Fax)**

“Andy Garfinkel” – agarfinkel@aronnaxllc.com

300 New Jersey Avenue, NW Suite 900, PMB #9016 Washington, DC 20001

Ph: (202) 549-2363 Fax: 888-485-9227

A CON 31912

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I. STATEMENT OF QUALIFICATIONS

1.1 INTRODUCTION TO ARONNAX PUBLIC STRATEGIES LLC

Aronnax Public Strategies LLC is more than just a lobbying firm in the heart of our nation's capital. APS offers a wide range of services including federal lobbying, strategic advocacy planning, grassroots organizing, public relations, policy research services, legislative tracking, grant writing and procurement, association management and federal contracting services. Our team identifies private-public investment resources, financing options and partnerships for its public, private and non-profit clients and we utilize our government relations experience and advocacy and business strategies to remove barriers to these strategic relationships in the U.S. and globally.

Through our decades of experience, we create private and public partnerships for clients, organize advocacy campaigns, and promote legislative and regulatory objectives. APS has extensive experience in the federal authorization, appropriations, tax writing and grant writing processes for nationally significant objectives.

By providing on-site Washington, DC advocacy, we help educate Members of Congress and officials in the Executive Branch and their staffs recognize the importance of our clients' efforts to leverage federal funding or advance policy goals. We promote the interests of leading edge private companies that are bringing new innovations to the market, preeminent companies in multiple business sectors, and local government entities that require advocacy assistance to remedy concerns about federal formula grants or statutory reimbursement rates.

APS is a subsidiary of Gnarus Advisors LLC, a leading consulting firm recently recognized as one of the Seven Small Jewels of consulting by Consulting Magazine.

Many of our clients work with us to advance federal funding programmatic objectives through the annual spending bills and to pursue relevant competitive grants and sole source and competitive contracts. In order to advance these initiatives, we develop strategic case statements for projects so they meet funding source requirements, as well as grant funding guidelines. This helps ensure the availability of both short-term and long-term federal funding resources and attracts private and local capital.

Our Washington, DC based lobbying team can help elevate the City of Peoria's interests with federal officials, the Arizona congressional delegation, and Executive Branch officials.

As part of the federal grant process, APS communicates with private, local, regional and state executives and community leaders to obtain written support for initiatives and we provide continuous legislative and grant monitoring throughout the consideration process. We work as an extension of City staff to Members of Congress in order to help communicate community concerns and policy objectives.

We perform all of these tasks on a consistent, daily basis to ensure the success of priority projects. By clearly defining our mission and scope of work on behalf our clients, we can achieve specific benchmarks of success until the project is complete. While we recognize the need to meet with Peoria's officials to establish priorities, APS can assist the City of Peoria in a variety of ways:

- Identify high value competitive and non-competitive grants;
- Work with the community to pursue federal economic development resources, such as Economic Development Administration funding, New Markets Tax Credits and technology grants, as well as other tax and grants consistent with economic development goals;
- Pursue authorizations through the Water Resources Development Act for high priority flood control or watershed based initiatives and appropriations and grants for water and wastewater system priorities;
- Work to help the City of Peoria assume a leadership role in the region;
- Obtain intelligence on competitive grants;
- Develop case statements that increase the likelihood of success for all grant applications;
- Work toward passage of a long-term comprehensive transportation reauthorization that includes community priorities; and,
- Identify legislation that supports the protection of local control, allowing local governments the flexibility to collect the taxes owed to them.

We are confident these government affairs services and priority initiatives as well as any others the City may wish to pursue will add significant value to the City's overall strategic and revenue goals.

II. METHOD OF APPROACH

2.1 METHOD OF APPROACH

We perform our work through regular contact with City, State and Federal officials. This work might entail contacts with the congressional delegation or a federal agency. The information we gather from these sources helps us determine the best information about how to respond to funding opportunities. We also use these meetings to determine what prospective opportunities that are “on the horizon” consistent with the City’s interests.

We will work with the City of Peoria on a regular basis to identify funding opportunities, legislative or regulatory issues of importance and public relations strategies to assist in meeting the City’s short-term and long-term goals. Our Washington, DC-based lobbyists can help elevate the City of Peoria’s requests within the Arizona delegation and at the national level. On-site Washington, DC advocacy helps Members of Congress and Executive Branch officials recognize that the City of Peoria’s needs or requests take precedence over other cities of this size and geography. In addition, we identify and pursue alternative spending “tracks” to maximize federal funding resources. The effect of these services is to obtain and to substantially increase federal funding for important local, regional and national projects.

APS develops written strategy “case statements” for each client objective and uses this information to advocate for federal assistance. The case statement provides both agency officials and legislators with the answers to most questions that could be asked of the City and allows City officials to provide a consistent “message” to their federal representatives about these priorities. Likewise, we develop concept papers that utilizes past funding and state and federal statutory data to develop proposals that are consistent with the needs of the City.

These strategy documents are intended to do all the necessary background work for legislative staff, state officials or Members of Congress. We provide recommended strategies to staff and Members of Congress on how to advance initiatives.

APS’ services include documenting local, regional and state support, lobbying to ensure that your funding and policy requests are heard, and providing continuous bill monitoring throughout the legislative process. We work as an extension of the staff to Members of Congress in order to help our clients communicate with key committee officials. We provide consistent day-to-day attention, bring multi-state funding intelligence to staffers, and help draft statutory and regulatory language that enhances the availability of grants and other government resources.

Aronnax Public Strategies LLC is also unique in that the firm offers competitive grant assistance to clients. Many firms do not have this in-house capability.

Our firm identifies programmatic funding for targeted initiatives, provides guidance on the content of grant submissions to strengthen the proposal, and works with federal agency officials to learn what information is required to ensure a successful grant application. In many instances, we will encourage the City’s Mayor and elected officials to come to Washington for multiple office congressional meetings for priority initiatives. We look forward to the opportunity to represent the City of Peoria’s interests at the federal level.

III. FIRM'S SIMILAR EXPERIENCE/PROJECTS

3.1 FIRM'S SIMILAR EXPERIENCE/PROJECTS

APS's principals have decades of experience working with both public and private client interests. APS recognizes that Peoria, as a community impacted by regional urban growth has a strong desire to retain the community's character while expanding its economic interests. Our team has the training and understanding of federal, state and local policies that encourage Smart Growth versus Urban Sprawl. We can work with community officials to help prevent over-development and to ensure that sufficient resources are in place for multi-modal transportation and transit improvements, water and wastewater systems, health care systems, educational expansion requirements, and other regional enhancements that affect the quality of life of Peoria's residents.

Our past clients demonstrate our understanding of the types of issues that impact Peoria. With our experience, our goal is to bring appropriate federal resources to the table to help make necessary improvements to Peoria and to protect Peoria from uncontrolled sprawl growth, particularly growth that isn't properly financed by developers or the local communities.

Among the most recent work performed on behalf of our government and Municipal Authority interests, we have successfully advanced funding for several initiatives:

- Leveraging a \$300 million Central Metropolitan Interceptor Sewer System replacement project in Wisconsin with \$18.6 million in federal grants over a multi-year period. While this project relied on targeted, non-competitive grants through the Interior-Environment Appropriations Act – grants that are no longer available – some competitive grant funding remains available for comparable projects. In addition, our team advocated for the establishment of a federal Clean Water Trust Fund through legislation that has already been introduced, and we recently began the process of pursuing Economic Development Administration grant funds for a regional watershed flood control project.
- APS obtained a HUD Economic Development Initiative award to support the redevelopment of a low-income neighborhood for housing to enable an industrial development project to proceed. These improvements are supporting hundreds of permanent jobs and dozens of short-term construction jobs in the industrial redevelopment area. The poor quality of housing, high crime levels, and the image that the neighborhood portrays needed to be changed and support from the Illinois delegation for this project was essential to its success.
- Our team successfully pursued a grant to help redevelop a \$150 million historic redevelopment project in Maryland. While this specific competitive grant program is no longer available, the project is 80 percent complete and is highly successful by any measurement. Our team is advocating for the use of Historic Preservation Tax Credits to help complete the remaining 20 percent of this project.
- APS's team has worked on several technology campus projects over our careers. Each project is unique in that the goals of the projects have varied: one project required environmental remediation work and grants prior to new construction; and, one project required the use of New Markets Tax Credits (NMTC) used in cooperation with the State housing and economic development authority.

- Through our most recent work, APS's principals worked with a County Board of Supervisors to help protect transit funding that was threatened by a policy change proposed by Congress. Our team has been involved with the reauthorization of the Intermodal Surface Transportation Efficiency Act (ISTEA) since it was first authorized in 1991. The future of multi-year transportation authorizations is currently in flux due to partisan differences on the scope of this legislation. However, federal transportation funding – both formula grants and competitive federal grants through the U.S. Department of Transportation are likely to continue.

3.2 REFERENCES

Mr. John Norquist, President & CEO
(Former Mayor of Milwaukee, WI)
Congress for the New Urbanism
The Marquette Building
140 S. Dearborn Street, Suite 310
Chicago, IL 60603
jnorquist@cnu.org
(312) 551-7300

We represented the Congress for the New Urbanism (CNU) for special projects of concern to the organization. CNU is the leading organization promoting walkable, neighborhood-based development as an alternative to sprawl. CNU takes a proactive, multi-disciplinary approach to restoring communities. Our team worked with CNU on two primary issues: advocating to improve federal funding through the federal Transportation Reauthorization Act to improve road grids and multi-modal connectivity; and, advocating for changes to certain Fannie Mae and Freddie Mac policies that discourage Main Street investments. The organization works in partnership with Smart Growth and anti-sprawl organizations

Mr. Kevin Shafer, Executive Director
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204
KShafer@mmsd.com
(414) 225-2088

Mr. Shafer is Executive Director of the Milwaukee Metropolitan Sewerage District (MMSD). Andy Garfinkel represented MMSD during the past 8 years with his previous firm. Client objectives included: financing replacement of Milwaukee's central combined sewer system.

Mr. Jeff LaFleur, Executive Director
Massachusetts Cranberry Growers
1 Carver Square
PO Box 97
Carver, MA 02330
jlafleur@cranberries.org
(508) 866-7878

Mr. LaFleur is the Executive Director of the Massachusetts Cranberry Growers Association. Fred Starzyk represented them for the last five years and obtained cranberry specific language in the last Farm Bill along with over \$1 million in appropriations funding for research.

Mr. Joe Alexander, President
The Alexander Company
145 East Badger Road
Madison, WI 53713
mdm@alexandercompany.com
(608) 268-8106

The Alexander Company is a national infill and historic preservation developer. We are currently working with this company to improve the use of Historic Preservation Tax Credits (HTC) and have supported the use of New Markets Tax Credits and grants for this company.

Mr. Antonio Riley, Regional Administrator
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard
Chicago, IL 60604
Antonio.R.Riley@hud.gov
(312) 353-5680

Mr. Riley is the former Executive Director of the Wisconsin Housing and Economic Development Authority (WHEDA). Andy Garfinkel represented WHEDA's federal interests for more than five years in Washington, DC prior to Mr. Riley's departure to HUD. At the height of the national housing crisis, our team successfully with the Wisconsin congressional delegation to and the Utah delegation to modify federal law to allow Low-Income Housing Tax Credits to be "exchanged" to the U.S. Treasury for cash that could be used as gap financing for development of large-scale multi-family housing units.

Mr. John VanEeckhout, Vice President, Clinical Services
Child Health Corporation of America
6803 West 64th Street
Overland Park, KS 66202
John.vaneeckhout@chca.com
(913) 262-1462

Fred Starzyk represented CHCA for five years. CHCA is made up of 42 of the nation's largest free-standing children's hospitals and he represented them at the federal level on issues ranging from prescription drugs, 340B prescription drug program, Children's Hospitals General Medical Education (CHGME), drug shortages and competitive issues before the Federal Trade Commission.

IV. STAFF ASSIGNMENT AND EXPERIENCE

4.1 STAFF ASSIGNMENT AND EXPERIENCE

Aronnax Public Strategies LLC endeavors to succeed for all of our clients and has an excellent reputation for providing government affairs services. Our team is made up of seasoned professionals who have a long history of success in obtaining both competitive and non-competitive grants and contracts as well.

We provide exceptional value added services to our clients by pursuing multiple funding tracks, and advocating for policy that advances the interests of our clients. We seek to avoid conflicts, but are able to negotiate solutions to conflicts between clients and among key legislative and regulatory champions.

4.2 RESUMES

The two principal lobbyists working on your account will be:

Andy Garfinkel - As a lobbyist for the past 13 years and former senior congressional aide for more than 7 years, Andy Garfinkel has substantial experience representing a variety of interests before the U.S. Congress and federal agencies. His work over the last decade has entailed identifying, developing and analyzing funding and policy solutions to challenges confronting private and public sector clients.

Andy's experience has contributed to the development of private-public financing partnerships to fund local government, private and non-profit development initiatives. His work experience also includes opening the federal market through federal contract vehicles for a variety of clients. He served as a senior member on the staff of a northeast representative and has served as Legislative Assistant and Legislative Director for two other Midwestern House Members.

Andy brings together diverse business interests and community leaders to develop proactive agendas that address project financing, economic development, transportation policy, housing policy, health care policy, government procurement, defense and homeland security needs and other issues that support client objectives. His unique global experience includes teaming with a client to successfully bid on a U.S. Trade and Development Administration contract to co-prepare a study of emergency communications gaps in the wake of the 2004 Indian Ocean Basin tsunami that killed more than a quarter-million people in multiple countries.

Andy is a graduate of the Elliott School of International Affairs at George Washington University in Washington, DC and lives in Maryland with his wife Kristine and their three children.

Fred Starzyk – With almost 20 years of legislative and political experience both at the federal and state level, Fred brings an intelligent and innovative approach to lobbying and grassroots advocacy. An analytical and intuitive government relations professional, Fred has extensive experience in achieving organizational goals, developing and implementing successful legislative, political and fundraising programs.

A veteran campaign manager, senior staffer for U.S. Congressman Sander Levin (D-MI), candidate for the Michigan State Legislature and federal contract lobbyist, Fred has a unique blend of experiences that makes him a valuable member of APS.

Specializing in health care, energy and environment, transportation, agriculture and homeland security issues, Fred has achieved numerous victories for his clients securing both legislative language in bills and millions of dollars in appropriations for his clients. Some recent successes include the development and inclusion of authorizing language in the 2008 farm bill to benefit an agricultural client, securing millions of dollars in appropriations funding for various agricultural and health care clients, developing legislative language in an appropriations bill to save a large community hospital, and working with the Department of Justice to save five assistant district attorney positions in Milwaukee, WI.

A graduate of the University of Michigan with a degree in Political Science, Fred lives in Northern Virginia with his wife Jessica and their four sons.

V. COST/FEE

5.1 COST/FEE

Andy Garfinkel (“Principal”) will lead this engagement and provide services to Client at Client’s request and direction. Should Principal require backup support in order to efficiently handle tasks required by this engagement, Principal will use the internal support services of APS.

We propose a monthly retainer of \$9,000, plus any incidental expenses.

The monthly retainer breaks down as follows:

- 25 hours per month for \$9,000 (regular hourly rate is \$400 per hour).

VI. COMPLIANCE WITH RFQ

6.1 COMPLIANCE WITH RFQ

Aronnax Public Strategies LLC has no exceptions to this RFQ.

VII. CONCLUSION

7.1 CONCLUSION

Aronnax Public Strategies LLC endeavors to succeed for all of our clients and has an excellent reputation for providing government affairs services. We are proud of our record. Our team is made up of seasoned professionals who have a long history of success in obtaining both competitive and non-competitive grants and contracts.

We provide exceptional value added services to our clients by pursuing multiple funding tracks, and advocating for policy that advances the interests of our clients. We seek to avoid conflicts, but are able to negotiate solutions to conflicts between clients and among key legislative and regulatory champions.

The contact number for this office is (202) 549-2363. We look forward to the opportunity to work with the City of Peoria. Members of the team are available at your request to meet in person in Arizona or Washington, DC. Thank you for your consideration of this proposal.



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 initiated 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).

A CON 31912



STANDARD TERMS AND CONDITIONS

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the 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 submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the 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.



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Fax: (623) 773-7118

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 subcontracting 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 "Claims 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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0071

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

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 contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- 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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**Materials Management
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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.



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- 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

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



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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 _____, No _____.

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