CONTRACT AMENDMENT

Solicitation No. P12-0071G Page 1 of 1

Description: Consultant Services for Lobbying Cat 2 - Federal

Amendment No. Two (2) Date: 3/25/14

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

Buyer: Christine Finney

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

New Contract Term: 7/1/14 to 6/30/15

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

Signature	Date	John O'Donnell Partner Typed Name and Title	Murray, Montgomery & O'Donnell Company Name

101 Constitution Ave., NW 9th Floor	Washington	DC	20001
Address	City	State	Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

Requestor: Tammy Shreeve, Council Office, Grant Program Manager

CC Number

ACON32112B
Contract Number

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

The above referenced Contract Amendment is hereby Executed

April 23, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

(Rev 03/21/13)CF

ACON32112B

CONTRACT AMENDMENT

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

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

Buyer: Christine Finney

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

Signature	Date	Typed Name and Title	Company Name
	5/21/13	John O'Donnell Partner	Murray, Montgomery & O'Donnell

Address	City	State	Zip Code
101 Constitution Ave., NW 9th Floor	Washington	DC	20001

Attested By:

for Rhonda Geriminsky, City Clerk

Director: John Schell, Intergovernmental Affairs Director

6 May 13

Requestor: Tammy Shreeve, Council Office, Grant Program Manager

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

CC Number

ACON32112A
Contract Number

The above referenced Contract Amendment is hereby Executed

June 6, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

(Rev 03/21/13)CF

ACON 32112A

ORIGINAL

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	**P12-0071 G (CAT 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:

Name: John O'Donnell

Murray, Montgomery & O'Donnell
Company Name

101 Constitution Ave, NW 9th Floor
Address

Washington | DC | 20001
City | State | Zip Code

Telephone: 202-742-4410 Fax: 202-742-4351

Email: jod@mmodc.com

Authorized Signature for Offer

John O'Donnell
Printed Name

Partner
Title

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

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

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

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City Seal

CC: _____

Contract Number: ACON 32112

Official File: _____

City of Peoria, Arizona. Effective Date: 7/3/12

Approved as to form:

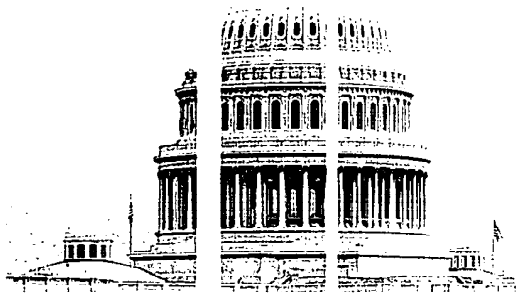
Stephen M. Kemp, City Attorney

Contract Awarded Date July 2, 2012

Dan Zenko, Materials Management Supervisor

COP 203 (07/05/11) CF

A CON 32112



MURRAY, MONTGOMERY & O'DONNELL

Proposal to

City of Peoria, Arizona

Federal Legislative Consulting Services

May 1, 2012

Submitted by

Murray, Montgomery and O'Donnell
www.mmodc.com

A CON 32112

MURRAY, MONTGOMERY & O'DONNELL
101 CONSTITUTION AVENUE, NW
SUITE 900
WASHINGTON, D.C. 20001
202.742.4410
FAX: 202.742.4351

MOSCOW OFFICE
USIEVICH STREET, 20A
OFFICE 1419
MOSCOW, RUSSIAN FEDERATION
7.095.155.46.25
FAX 7.095.152.62.21

VIRGINIA OFFICE
111 FRANKLIN STREET
SUITE 302
ALEXANDRIA, VA 22314
703.684.0929
FAX 703.684.0928

May 1, 2012

Ms. Christine Finney
Buyer
City of Peoria
9875 N. 85th Ave., 2nd Floor
Peoria, AZ 85345-6560

Dear Ms. Finney:

The firm of HROD Inc., doing business as Murray, Montgomery and O'Donnell (MMO), is pleased to provide our response to the City of Peoria's request to provide Federal Legislative Consulting Services.

The list of activities specified in Section 2.3 under "Federal Legislative Consulting Services" is a concise statement of the key elements of a strong federal relations program and make reference to significant factors that contribute to a successful government relations program. The four points under Section 2.3 contain the following words and phrases: "perform appropriate liaison", "follow-up", "under the direction", "the City's best interest", "advocacy to promote", "priority issues", "contacts with", and "in a manner." These words identify the core ingredients MMO uses in helping clients build and execute successful government relations programs.

MMO has effectively represented large, medium and small cities primarily in the West and Southwest since 1975. The number of years it has been retained by its municipal clients demonstrates the strength and success of its work for them. MMO partners and associates have over 160 years of combined experience working in local, state and federal governments. The firm has a proven record of managing federal advocacy programs for local governments and working effectively on Capitol Hill and with State legislatures.

We have provided three projects demonstrating the firm's creativity, experience, success and understanding of federal legislative advocacy. The list covers a range of program areas similar to those services requested by the City. We have drawn examples of successful projects from the areas of environment, transportation, public safety and social services.

Thank you for your interest in our response to your request.

Sincerely,

John R. O'Donnell

A. Method of Approach

HROD Incorporated, doing business as Murray, Montgomery and O'Donnell (MMO), is located at the foot of Capitol Hill at 101 Constitution Ave NW, 9th Floor, Washington, D.C., 20001 (www.mmodc.com). MMO has represented large, medium and small cities primarily in the West and Southwest since 1975. The number of years MMO has been retained by its municipal clients demonstrates the strength and success of the work it has performed in representing cities in Washington. MMO partners and associates have over 160 years of combined experience working with local, state and federal governments.

Our approach to representing local governments has relied on making use of existing opportunites and creating new ones when needed. Sometimes there is no federal program with the authority to help solve a local problem or the resources of a federal program are focused elsewhere. New ideas are needed to solve unique problems. For example in Salinas, California, a Department of Agriculture rural housing programs could not be used to construct housing for farm workers. In El Paso and Brownsville, Texas, traditional federal funding programs could not pay for water and reclamation projects. In Phoenix, the Department of Homeland Security cut the metropolitan area's Urban Security Initiative (UASI) funding because it undervalued several local assets of national and regional importance. In the State of Arizona, lower income citizens have been short changed for years because of a skewed federal formula that helps pay for heating and cooling costs. Our response to each of these situations was to seek client authorization, capable partners, bipartisan Congressional support and federal agency understanding to bring about change. We were able to obtain significant new funding in all of these areas.

Most federal representation of local governments falls within the following program areas: environment, economic/community development, housing, public safety, transportation, taxation (taxes), water resources, and telecommunications. Periodically, military issues will be added to a local government's federal agenda because of Base Realignment and Closure (BRAC) commission activities. Since the early 1990s local governments have had to work with local interests to protect the missions at military bases or develop plans for the base reuse. MMO has been successful in working with the city of El Paso and Oxnard Harbor District on projects to support the missions of Fort Bliss and Naval Base Ventura County.

Cities are always concerned about local match requirements to federal dollars. Federal funding is critical because cities commit substantial local funding to priority projects and the public expects successful project completion. City officials want to ensure that all elements of their federal program are coordinated, their goals are achieved and every opportunity is pursued. The MMO team has worked effectively with local elected officials and staff to help achieve their project goals. MMO would use this same approach on behalf of the City of Peoria

An effective federal advocacy program for a city has several critical components. One of the key ingredients is for the federal advocacy team to have a single point of contact with the city through which all communication is channeled. It is important to ensure that City policy and message are clear and articulated appropriately. Given the complexity of decision making between different levels of governments interacting across a wide variety of issues it is necessary to have flexibility in the system to enable the government relations staff and the

advocacy team to work directly with city officials in order to obtain information as quickly as necessary. There is no better approach to managing an effective federal government relations program than frequent formal and informal contacts between the Intergovernmental Affairs Office (IAO) and the Washington advocate. There should be regular interaction, accurate information and a robust network of contacts to get desired results. It is important to keep the IAO up to date on the advocacy team's work so that City of Peoria staff has a clear picture about the status of the City's federal program.

At the center of managing full service representation for clients is a written annual federal work program and implementation strategy that is developed in consultation with the City before the beginning of each session of Congress. The federal work program spells out the background to each issue that is a priority for the city and what specific action is required by Congress and the Executive Branch to address each priority. The annual program sets the agenda for weekly, monthly and biennial reporting by the Washington advocate to the city. We believe at a minimum that a weekly phone call with the Intergovernmental Affairs staff and a monthly report summarizing our activities is beneficial. The weekly phone call provides an opportunity to discuss the upcoming legislative schedule, specific developments, scheduling visits for the City and legislative strategy. A monthly conference call with IAO to discuss program issues and review the status of legislation is critical because it helps City staff understand the impacts of federal actions on their priorities and provides the Washington advocates with information that is useful for making compelling arguments for federal assistance.

A second ingredient to a successful Washington program is consultations for Washington advocates with Peoria's Intergovernmental Affairs Office, the Mayor and City Council and the City's senior management. These sessions provide an opportunity to give key decision makers information face to face about the success of the Washington program and the need for special attention to specific challenges. To help determine the progress of the City's federal program, we prepare a program strategy update for a client about mid year. The update is a vehicle that reviews MMOs progress toward achieving specific program goals and identifies measures we might employ to help in our efforts.

The management responsibility for Peoria's federal advocacy is the City's Intergovernmental Affairs Office. The Washington advocate's role is to pursue the City's federal priorities as adopted by the Mayor and Council with oversight by the Intergovernmental Affairs Office. The Washington advocate carries out the federal work program with federal agencies, Congress and key associations under guidance from and in consultation with the Intergovernmental Affairs Office.

B. Firm's Similar Experience

In the course of providing Washington advocacy services over the years to more than forty local governments and authorities, MMO has had numerous project and legislative successes. We estimate that cities represented by MMO have received more than $1 billion in federal funding and saved more than $250,000,000 in regulatory relief. The cities represented by MMO have received significant funding for highways, transit, airports, water projects, economic development, housing and public safety. MMO has been equally effective in representing large, medium and small cities. A cornerstone to our success has been to work closely with local elected officials and city staff and approach Washington

representation in a bipartisan manner. For example, MMO's work with the City of Phoenix to build Congressional support for light rail appropriations, TGEN funding and core federal social program money are examples of bringing the delegation, Republicans and Democrats, together to support projects and programs that are administered well, carefully planned and justified. It is not always possible for an entire congressional delegation to endorse a funding or authorization request, but it is critical to ask each member for his support on each request.

MMO believes that by staying engaged with each member of the delegation on all the issues relevant to the City of Peoria there is always the opportunity to obtain support for the issue at hand. Our approach is aimed at making the Congressional delegation knowledgeable and supportive of a city's priorities with the intention of transforming understanding into active support.

Within the past four years, MMO's appropriations, military affairs, economic development, transportation and public affairs capabilities for clients have been expanded with the addition of four associates. They include Ms. Melody Fennel, a former Housing and Urban Development Deputy Assistant Secretary for Congressional Affairs; Mr. Steve Carey, a former Legislative Director to Congressman Hal Rodgers, Chairman of the House Appropriations Committee; Mr. William Simpson, senior staff for the Senate Appropriations Subcommittee on Transportation and Housing and Urban Development and Mr. Bill Spencer, former vice president of government affairs at Associated Builders and Contractors (ABC).

As demonstrated in the examples below, MMO is capable of meeting difficult project issues and finding solutions. We have found that perseverance pays off as evidence by our successes:

1) **$13.5 Million Bus Rapid Transit (BRT), El Paso, TX**
Firm: Murray, Montgomery and O'Donnell
Client Contact: Jane Shang, Deputy City Manager for Mobility, (915) 541-4327, ShangJ1@elpasotexas.gov
Date of service: 2006-present
Project Description: Implementation of Four Corridor Bus Rapid Transit Project
Lead Lobbyists: John O'Donnell, John Montgomery and Kyriakos Pagonis

The City of El Paso in cooperation with the El Paso Metropolitan Planning Organization (MPO) completed a transit corridor alternatives analysis (AA) for the Federal Transit Administration (FTA) in 2001, which was submitted to FTA in September 2010. Between 2001 and 2010, El Paso considered a number of improvements to its mass transit system but no plan for improvements was adopted. In 2005, Mayor John Cook took office and the City changed to a city council-city manager form of government. The Mayor and City Manager gave priority to improving the Sun Metro system and determining if a BRT system would be appropriate for the City.

After El Paso held several public forums and the City Council approved the initial study of a four corridor BRT, the City began working with FTA to complete an AA and identifying a local source of funding for the project. Because of MMO's experience with light rail in

Phoenix, we were able to help El Paso develop Congressional and FTA support for the project. The City and FTA's Dallas Regional Office developed a strong partnership to move the AA rapidly forward. Mayor Cook met with two FTA Administrators over a two year period and convinced them of the City's determination to build BRT and the efficacy of its plan. FTA was convinced of the City's determination to build the project when the Mayor and Council decided to build the Alameda Corridor project using entirely local and state funding. MMO advised the Mayor and City Manager early in the BRT planning process to build the initial corridor using local funds. Our recommendation was based on previous experience with the FTA that showed if local funds were committed to a project in advance of FTA's participation it demonstrated to the agency that the project sponsor was willing to assume the risk for building a project its data showed would be successful.

The Alameda Corridor is under construction and will be completed in 2013. The Mesa Corridor was included in FTA's project development phase under the Very Small Starts (New Starts) program in the FY 12 budget and approved by Congress in November 2011. The Dyer Corridor, the third segment of the BRT system, was included in the FY 13 budget for $15 million.

2) **Commuter Rail/ Rail Runners Express Service (NMRX), Albuquerque, NM**
Firm: Murray, Montgomery and O'Donnell
Client Contact: Dewey Cave, Executive Director, Mid Region Council of Governments, (505) 247-1750, dcave@mrcog-nm.gov
Date of service: 2007 through Present
Description of the Project: Authorization and Funding for Commuter Rail
Lead Lobbyists: John O'Donnell and Kyriakos Pagonis

The New Mexico Department of Transportation (NMDOT), the New Mexico State Legislature and the Mid Rio Grande Council of Governments concluded in 2003 from studies completed at the request of the Governor of New Mexico that an 85 mile, $400 million commuter rail project should be constructed between Belen, New Mexico, 30 miles south of Albuquerque, and Santa Fe. MMO was asked to obtain a $70 million preliminary engineering authorization for the Rail Runners Express Service (NMRX) in SAFETEA-LU as a complement to the funding expected from the State of New Mexico for the initial construction of the project. In FY '08, we helped MRCOG secure over $1 million in Federal FTA funding for intermodal station development.

MMO has been pressing the Federal Transit Administration (FTA) on behalf of the Mid Region Council of Governments to have the FTA change the start date of the Rail Runners Express Service as reflected in the National Transit Database (NTD) to the actual date the NMRX began service. We have made this amendment to the NMRX service start date issue a priority for the New Mexico Congressional delegation.

NMRX began service in July 2006 but no transit data was submitted to the NTD until FY 2009. The two-year delay in reporting affects the NMRX eligibility under the FTA 5309 program. Allowing NMRX to get credit for the two years of missing data (FY 07 and FY 08) could provide NMRX with nearly $5 million in revenue.

3) **$25 Million El Paso Desalination Plant, TX**
Firm: Murray, Montgomery and O'Donnell
Client Contact: Ed Archuleta, President and CEO of the El Paso Water Utilities; (915) 594-5501, earchuleta@EPWU.org
Date of service: 2006 - 2010
Project Description: Construction of a 27.5 mgd brackish water desalination plant and pipeline
Lead Lobbyists: John O'Donnell and John Montgomery

In 1995, MMO began its federal representation for the El Paso Water Utility (EPWU). The firm's primary challenge was to find federal funding for EPWU's sustainability water project. Like the Sonoran Desert of central Arizona, the desert area of west Texas receives little annual rainfall and relies on surface and groundwater to sustain municipal, industrial and agriculture users.

The City of El Paso is home to one of the U.S. Army's largest bases in manpower and land mass. The 1996-1997 Base Realignment and Closure (BRAC) commission analysis caused El Paso community and business leaders to inventory the city and region's strengths to protect Fort Bliss from a loss of missions and manpower. One of the concerns of local leaders and the Army was the reliability and security of a long term water supply for Fort Bliss.

Our federal work for the first seven years on behalf of EPWU was to secure $47 million in the Border Environmental Infrastructure Fund (BEIF), State and tribal assistance grants, and Title XVI Wastewater Recycling money to build water treatment, recycling and desalination infrastructure to develop a long term sustainable water supply for El Paso.

Our work was part of the City's overall BRAC strategy to protect and grow Fort Bliss. MMO's federal funding strategy for a long term water supply was key to securing Fort Bliss's future in El Paso.

The desal plant represents a forward-looking strategy in water supply- not only for the City of El Paso but also for the region and the country that is increasingly challenged by short supplies of fresh water. MMO has been responsible for obtaining $25 million in federal funds to build the desalination plant and an additional $7 million for a The Consortium for High Tech Investigation of Water and Wastewater (CHIWAWA), a brackish-desal research initiative.

A joint project of El Paso Water Utilities and Ft. Bliss, El Paso's desalination facilities can produce 27.5 million gallons of fresh water daily (MGD) making it a critical component of the region's water portfolio. The plant is the world's largest inland desalination plant. Using a previously brackish groundwater supply, the Kay Bailey Hutchison Desalination Plant is creating a new supply of water from impaired groundwater. The desalination facilities increase El Paso Water Utilities' fresh water production by approximately 25%, based on current demand, and include a state-of-the-art desalination plant, a learning center, groundwater wells, transmission pipelines, storage and pumping facilities and the disposal of concentrate, the residual that remains after the desalination process.

MMO assisted the El Paso Water Utility (EPWU) in obtaining federal money for the construction of the plant - $21 million for reclaimed wastewater projects to replace the groundwater used for drinking water and $4 million in grants for a major desalination plant over the past five years. MMO is currently working with EPWU, Congress, Bureau of Reclamation and the Texas Water Development Board to secure federal and state funding for arsenic treatment and $250,000 for facilities to be part of the H2O Tech Center, a regional water research and learning center associated with EPWU, the University of Texas at El Paso, Texas A&M University and New Mexico State University.

C. Staff Assignments and Experience

MMO's policy is that a senior partner and an associate represent each client. The two other senior MMO partners and all members of the firm will be available to assist the lead MMO partner in meeting the needs of Peoria.

The management of Peoria's Washington advocacy will be the responsibility of Mr. John O'Donnell and Mr. Kyriakos Pagonis. Mr. O'Donnell and Mr. Pagonis will rely on the expertise of Mr. Michael Preston, a MMO legislative and grants analyst, for research and administrative assistance.

John O'Donnell

Mr. O'Donnell joined Murray, Scheer, and Montgomery in April 1995 and became a partner in MSMTO two years later. Before joining the firm, he spent 16 years with the National Center for Municipal Development (NCMD), a public affairs and local government advocacy group organized in 1961 by the U.S. Conference of Mayors and the National League of Cities. Mr. O'Donnell specializes in representing public sector clients that include cities, ports, local authorities and water utility clients. He has extensive experience and success working with cities on housing, public safety, water resources, transportation, and human service issues. He works regularly on legislative, regulatory and grants with the Departments of Agriculture, Commerce, Energy, Health and Human Services, Housing and Urban Development, Labor and Transportation as well as the Corp of Engineers, Environmental Protection Agency, the Navy and Air Force. He maintains strong working relationships with the Arizona, California, New York, New Mexico and Texas Congressional delegations as a result of his work for public agencies and local governments in those states.

Mr. O'Donnell has been involved with the City of Phoenix's light rail initiatives since the mid 1980s and was responsible for developing the legislative strategy and federal agency outreach program for the effort. He has been responsible for obtaining $19 million in federal funds for the Brownsville/Matamoras Weir and Reservoir project on the Rio Grande River. The project is designed to provide a sustainable surface water supply for the two cities. His work has included efforts with the U.S. Corps of Engineers and the Fish and Wildlife Service to permit the structure and coordination with the Internal Boundary and Water Commission to ensure the cooperation of the Mexican government. Over the past seven years, Mr. O'Donnell has taken up the City of Phoenix's call for more fair federal funding formulas and worked aggressively with the City's elected leaders and City staff to push for more federal funds for Phoenix. He and Mr. Pagonis have been instrumental in getting the Arizona Congressional delegation to strike legislative compromises to obtain more LIHEAP funding for Arizona and the City and they inundated HUD with data during

the formation of the Neighborhood Stabilization program to ensure that Phoenix received its fair share of funding ($39 million).

Mr. O'Donnell is a graduate of Saint Joseph's college, attended Boston University School of Public Communications and has a masters degree from the Evans School at the University of Washington.

Kyriakos Pagonis

Since joining MMO in August of 2001 as a Senior Associate, Mr. Pagonis has played an integral part in the development and execution of clients' federal programs. He provides legislative support to the firm's clients' and helps identify and pursue viable federal funding opportunities through Congressional appropriations and discretionary grants. In addition, Mr. Pagonis works to resolve technical issues with Federal agencies. In FY 2009, Mr. Pagonis led the lobbying effort on behalf of the City of Phoenix to increase formula funding for the LIHEAP program. In FY 10, with Mr. Pagonis's leadership, the City of Phoenix quadrupled its share of LIHEAP funding, the City's largest LIHEAP formula and emergency allocation in the 30 year history of the program.

Before joining Murray, Montgomery & O'Donnell, Mr. Pagonis worked for a political consulting firm in Washington, DC, where he performed legislative and political analyses for a wide array of clients. In addition, he has worked in several state political campaigns in North Carolina, Ohio and Pennsylvania as a campaign manager, fundraiser and field director.

Mr. Pagonis has been an active member of the Arlington County Community Development Citizens Advisory Committee (CDCAC) where he reviews CDBG funding proposals from community groups representing a wide constituency including: affordable housing, job training, senior centers and public service. He has a Bachelor's Degree in Political Science and Public Administration from Elon College and has a Masters Degree in Applied Politics from the University of Akron.

Michael Preston

Mr. Michael Preston is a native of Washington, DC. He has worked at the U.S. Small Business Administration, the National Rural Water Association, and at a public policy and law firm in Washington, DC. His projects include working on Capitol Hill to secure funds for infrastructure, water, environment and energy programs. He assisted in the formulation of water policy and worked closely with EPA engineers on specific rule making.

Mr. Preston graduated from Elon University in North Carolina with a Business Administration bachelor's degree.

Other Members of the firm available to assist with Peoria's Washington Representation include:

Steve Carey

Steve Carey has the experience of serving in key policy positions in both the House and Senate of the U.S. Congress. With over 20 years of Capitol Hill and related federal experience, Steve Carey brings a strong command of the appropriations and legislative

process. He served as a Legislative Director for two Members of the House Appropriations Committee, including House Homeland Security Appropriations Chairman Hal Rogers, and as a legislative assistant to the Ranking Member of the House Labor, Health and Human Services, and Education Appropriations Subcommittee. Mr. Carey also served as the Legislative Director in the Senate for a Member of the Health, Education, Labor, and Pensions Committee and the Armed Services Committee. Mr. Carey has secured millions for federal programs and projects on and off Capitol Hill for healthcare, defense, Homeland Security, infrastructure, aviation, high-tech, energy, and other programs.

Industry and not-for-profit organizations have benefited from Mr. Carey's guidance and his relationships with key lawmakers and policy officials in both parties, both Chambers of Congress, and three Administrations.

Mr. Carey is responsible for the annual appropriations the Special Olympics receive from Congress each year. Mr. Carey was the author and lead strategist of the Conquer Childhood Cancer Act of 2008 -- a five-year effort to provide $150 million in funding for childhood cancer research. This measure became law in July 2008 (Public Law 110-285).

John Montgomery

Mr. Montgomery established the Washington consulting firm of Murray, Scheer, Montgomery and O'Donnell in the early 1980s. John Montgomery's legislative consulting experience is based on over 35 years of successfully representing the broad range of his clients' interests in Washington, D.C. In particular, he has been effective in obtaining legislation, federal grants and assistance for the types of projects needed by a number of western or "sunbelt" cities such as Oklahoma City, San Diego, San Jose, and Redondo Beach, California, and El Paso and Brownsville, Texas. In addition, he has been able to obtain special designations for each City for highly competitive programs such as "weed and seed" and "empowerment zone," set-aside transportation grants, public works projects and resolution of numerous regulatory problems.

Mr. Montgomery's early career experience in administering large public agencies and overseeing federal programs is of special benefit in working with Congress and the bureaucracy.

Mr. Montgomery was responsible for the passage of legislation that allowed Oklahoma City to receive direct funding of $49 million for recovery efforts after the Oklahoma City bombing. Three years ago Mr. Montgomery helped Oklahoma City secure Army Corps of Engineers funding for three low level dams, which has allowed the City to become a major Olympic training center.

Mr. Montgomery graduated cum laude from Princeton University in 1962 and from Georgetown Law Center in 1968. He was born in Tulsa and raised in Oklahoma City. He returned to the state to serve as the Administrator of the Office of Community Affairs and Planning from 1972-1976 under Governors David Hall and David Boren. As Administrator, he was responsible for the Oklahoma Indian Affairs Commission and assisted in having the Commission transferred directly under the Governor. While supervising the Commission, he developed a program to provide full scholarships and work study to American Indian

students in order to obtain their master degrees in urban planning at the University of Oklahoma.

Melody Fennel

Melody H. Fennel is a public policy and government relations consultant, specializing in service to banking, housing and real estate finance clients. With over fifteen years of public and private sector experience in matters affecting housing, urban development and real estate finance, Ms. Fennel brings significant, first-hand expertise on critical legislative, regulatory and public policy matters. Her client list includes: JPMorgan Chase, the Council of Federal Home Loan Banks, the New York State Public Housing Authority Directors Association, the Housing Authority of the County of Santa Clara, and the Housing Authority of the County of San Bernardino.

Her latest successes include the Congressional designation of the Housing Authority of the County of San Bernardino, the Housing Authority of the County of Santa Clara and the City of San Jose Housing Authority as participants in the Department of Housing and Urban Development's (HUD's) highly sought "Moving-to-Work" program. In 2008, she achieved a myriad of federal statutory improvements to HUD's reverse mortgage program, including allowing it to serve additional seniors in high-cost housing areas.

Most recently, Ms. Fennel served as Assistant Secretary for Congressional and Intergovernmental Relations at the United States Department of Housing and Urban Development (HUD). In that capacity she served as principal advisor to the HUD Secretary and Deputy Secretary on matters involving Federal, State and local government. As the Administration's top lobbyist on housing and urban development policies and programs, she advocated before Members of Congress and Congressional Committees, as well as to State and local elected officials and public interest groups. Melody graduated from Vassar College with a BA in Political Science.

Bill Spencer

Named one of Washington's top lobbyists by *The Hill*, Bill Spencer is known as a tenacious and effective advocate for industry at the local, state and national levels. Bill has a solid reputation on Capitol Hill, with federal agencies and in the political arena as an aggressive leader and innovative strategist in addressing the legislative process, public policy issues, regulations and political campaigns. Bill's issue expertise includes: tax and fiscal policy; immigration reform; health care and benefits; energy and environment; public works and transportation; procurement, and labor-management relations.

Through Bill's leadership in these areas many companies have expanded their businesses nationally and internationally. Many company leaders credit Bill's business creativity and acumen for their development. Bill has been a guest speaker to thousands of business leaders throughout the country on issues important to their bottom line.

Prior to joining MMO, Bill was the vice president of government affairs at Associated Builders and Contractors (ABC). With almost 25,000 members, ABC is one of the leading national organizations representing America's business community and the U.S. construction industry. At ABC, Bill led a team of 23 professionals in federal, state and local government activities: legislative; legal and regulatory; grassroots; and political action. He also founded

and chaired, as well as served on the management committees of a number of major national business coalitions.
Bill has held high-level positions on presidential, U.S. Senate and gubernatorial campaigns. In addition, he worked for the Secretary of Commerce in the Reagan administration and for a California Senate leader in Sacramento.

A graduate of the University of Southern California with a degree in International Relations, he received his Juris Doctor from the University of the Pacific's McGeorge School of Law.

Bill Simpson
William (Bill) Simpson is a public policy and government relations consultant, specializing in appropriations, housing, agriculture and economic development issues and legislation. With over 19 years of experience in the legislative and executive branches of government, Mr. Simpson has an excellent knowledge of the working relationship between congress and federal agencies.

Mr. Simpson provided critical program background to correct a regulatory problem with the Phoenix Housing Department. Recently he has worked on two major legislative efforts. The first was the creation of a new permanent Rural Development Disaster Assistance Fund that included $26 million for USDA Water and Waste assistance and $40 million for the Community Facilities programs. This legislation was signed into law on September 30, 2008. The second effort is the inclusion of significant funding for the USDA Water and Waste Water loan and grant programs in the American Recovery and Reinvestment Act of 2009. Mr. Simpson was a professional staff member of the Senate Appropriation Committee and also worked on the Appropriations Subcommittees on Transportation- HUD and Agriculture, Rural Development and Related Agencies. Mr. Simpson graduated from the University of Southern Mississippi with degrees in psychology and criminal justice.

Specific Project Examples

1) **Phoenix Transit: Light Rail and Bus and Bus Facilities**
   Date of Service: 2008- present
   Lead Lobbyists: John O'Donnell and Kyriakos Pagonis

Murray, Montgomery and O'Donnell worked with City of Phoenix transportation officials for many years on the development and implementation of transit projects. After the approval of the four tenths of the cent sales tax in 2000 for light rail and bus improvements to provide the local share funding for the planning and construction of the Valley's light rail project in 2000, MMO worked to secure additional Federal Transit Administration planning funds in order for the project to clear environmental requirements and meet FTA eligibility criteria to obtain a full funding grant agreement for the initial operating segment of the Valley light rail project. MMO's work on behalf of the City included helping Phoenix and Valley Metro Rail officials select experienced counsel to negotiate the FTA full funding grant agreement.

The Valley Metro Rail project has received nearly $451 million in federal funding and $26 million in other transit projects benefiting the City of Phoenix. The funding represents the

results of hard work and leadership performed by Congressman Pastor and supported by MMO's efforts with appropriations staff and FTA officials.

MMO in cooperation with the City of Phoenix and Valley Metro Rail continues to work with Congressman Ed Pastor and House and Senate Subcommittees on Appropriations for Transportation to obtain planning funds for the I-10 West corridor, Northwest Extension and South Phoenix lines. To date, $3.675 million has been appropriated to study the I-10 West alignment and $1 million for the South Phoenix corridor. In addition to light rail funding, we have worked with City staff and Congressman Ed Pastor's office to secure $7.32 million in FY '11 FTA competitive grant funding for transit projects.

2) **Energy Efficient Buildings, Santa Clarita, CA**
   Date of Service: 2006-2010
   Lead Lobbyists: John O'Donnell, John Montgomery and Kyriakos Pagonis

MMO assisted the City of Santa Clarita, California to obtain $30 million in federal funding through authorization and competitive grants to build a "green" transit maintenance facility. Santa Clarita used the bus capital and Transportation Community Services Program (TCSP) funds to construct an administration building, large maintenance garage and covered parking structure with a solar array for the Santa Clarita Transit system. The facility was awarded a "Gold" rating under the LEED system and provides energy savings of more than $1 million annually.

3) **Salt River Environmental Restoration, Phoenix, AZ**
   Date of service: 2005-present
   Lead Lobbyist: John O'Donnell

Restoration of a riparian habitat along the Salt River has been a high priority for the City of Phoenix. MMO has worked with Phoenix on the three projects that comprise the restoration and enhancement of the Salt River within the City of Phoenix. The Rio Salado, Tres Rios and Rio Salado Oeste Projects are designed to address the environmental damage covering more than twenty miles within Phoenix and link with other flood control and river restoration projects in the metro area. Under the leadership of Congressman Ed Pastor and with support from the Arizona Congressional delegation, the $115 million Rio Salado project was opened to the public in 2005. To date, Tres Rios has received nearly $158 million in federal funds and a little more than $80 million in local support. Rio Salado Oeste is a $165 million project and has received $2.4 million in federal planning funds.

The close working relationship MMO developed with staff in the City Manager's Office, the Water Services Department and the Phoenix office of the Corps of Engineers helped resolve numerous management, budget and regulatory problems over the development and construction of the Rio Salado.

For the past year and a half, MMO has been working with the Corps and Congressman Pastor to solve the 902 project authorization limit for the Tres Rios Project. The authorized project cost for Tres Rios in 2000 was $99.3 million and raised later to $158 million. MMO working with City staff was able to assist the Corps in raising the authorized project cost to

$238 million, but no legislative vehicle has been available to increase the project cost limit. MMO and the City continue to work the past two years with the Corps and Congress to provide legislative authority to raise project cost through authorization or appropriation action. As often happens in resolving a difficult issue, when enough attention is focused on a problem long enough with sufficient diplomacy a person of authority acts to solve the problem. Near the end of April 2012, the House Appropriations Committee acted to waive a budgetary road block for FY '13 in order to allow a number of Corps construction projects to be eligible for FY '13 funding.

MMO has also worked with the Corps on environmental infrastructure projects in New Mexico, stormwater protection projects in Texas and navigation improvement projects in California.

4) **City of Salinas Industrial Waste Water Treatment Facility**
Date of Service: 2009-2011
Lead Lobbyist: John O'Donnell and Kyriakos Pagonis

Two years ago, MMO helped the City of Salinas secure project approval for a $3.75 million competitive grant to construct a new pipeline that will expand the City's Industrial Waste Water Treatment Facility that will serve new agriculture-related businesses that will provide significant job creation. This new pipeline will replace the old existing 33" pipeline currently crossing agricultural fields on a straight line between the limits indicated.

MMO developed a menu of federal funding program and meet with various agency officials to discuss the merits of the project and identify the best possible funding match. Working with the City's Congressional delegation, we facilitated meetings with high level regional and Headquarters officials to sell the project concept.

Conclusion
Washington representation has a what-have-you-done-for-me-lately dimension to it. MMO has shown that while its important to have a strong record of performance, it is essential we demonstrate that we are looking to the issues on the horizon and are prepared to help Peoria reach its future federal legislative objectives in transportation, economic development, public safety, social services and water resources.

D. Cost/Fee

MMO's cost proposal for Federal Legislative Consulting Services is an annual retainer of $90,000. This retainer fee is inclusive of all costs associated with the federal legislative consulting services for the City of Peoria. In order to comply with the City's request, MMO proposes an hourly rate of $167.00 and will allocate a minimum of 45 hours per month, which includes the work of all partners and associates. However, it is MMO's policy to devote whatever time is required to accomplish first class federal representation.

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

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

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

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

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

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

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

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

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

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

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

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

12. **AWARD OF CONTRACT:**

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

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

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

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

A CON 32112

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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

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 contact. 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

A CON 32112

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:

A CON 32112

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.

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

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.

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to 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

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

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.

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

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

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

indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. Professional Liability

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

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

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

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

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

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

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

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 to right to restrict the use of any non-secure websites under this contract.

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

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

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

    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 delivery the material and/or service.

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

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:

A CON 32112

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

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

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

A CON 32112

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.

A CON 32112

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.

A CON 32112

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.

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

SECTION 3 – INSTRUCTIONS AND EVALUATION

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

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

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.

A CON 32112

- 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.

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

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

3.5 Proposal Due Date and Contact Information:

Proposals are due **no later than 5:00 P.M. on 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

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.

A CON 32112

	QUESTIONNAIRE	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0071**	

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

No exceptions taken.

A CON 32112

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0071**	

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**.

A CON 32112

	QUESTIONNAIRE	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0071**	

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

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

A CON 32112