

ORIGINAL



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P11-0081** Proposal Due Date: **June 7, 2011**

Materials and/or Services: **Consultant Services for Lobbying – Request for Qualifications (Year Two Additions)** Proposal Time: **5:00 P.M. AZ Time**

Contact: **Christine Finney**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345** Phone: **(623) 773-7115**

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 Van Fossen

Clark Hill PLC
Company Name

1250 I St. NW, Suite 900
Address

Washington DC 20005
City State Zip Code

Telephone: 517-318-3052 Email: jvanfossen@darkhill.com

John Van Fossen
Authorized Signature for Offer

John Van Fossen
Printed Name

Director of Government Affairs
Title

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

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

As the Consultant, 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 Consultant shall not commence any billable work or provide any material, service or construction under this contract until the Consultant receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 7-26-11

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



CC: _____

Contract Number: ACON 37311

Official File: _____

Contract Awarded Date: July 25, 2011

Dan Zerbo
Materials Manager

CLARK HILL

John Van Fossen
T 202.772.0922
F 202.772.0921
Email: jvanfossen@clarkhill.com

Clark Hill PLC
1250 Eye Street NW
Suite 720
Washington, DC 20005
T 202.772.0909
F 202.772.0919

clarkhill.com

June 1, 2011

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

Dear Ms. Finney:

On behalf of the professional team at Clark Hill, we would like to express our gratitude for the opportunity to present our proposal for the government affairs services of the City of Peoria.

After a careful review of your request for qualifications letter, we have prepared a thorough scope of work that we believe will effectively expand your profile and reach in our nation's capital.

We understand Peoria is seeking well-qualified firms to augment its capacity to effectively respond to developments at all levels of government with "on-call contracts." We are confident that the proposal outlined below will demonstrate that Clark Hill can provide efficient, targeted federal legislative consulting services and community outreach. Furthermore, we believe that in working with the City, our team's long-term value will become immediately apparent to the City's Intergovernmental Affairs Office.

Our firm has assembled a strong team of professionals with the experience, relationships, and expertise necessary to effectively advocate on behalf of the interests of Peoria. Our team includes individuals with a keen knowledge of Washington gleaned from years as former congressional chiefs of staff, legislative advisors and client advocates.

It is for these reasons that some of the most respected businesses and organizations that have a stake in government legislation, regulation and appropriations have chosen Clark Hill for their state and federal advocacy services. With an uncompromising eye focused toward principles and client objectives, our team creates sound strategies that win.

CLARK HILL

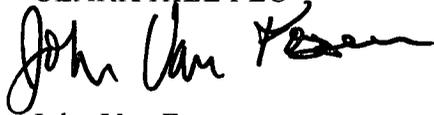
May 31, 2011

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Thank you again for the opportunity to present this proposal. We are confident that the qualifications set forth below, along with Clark Hill's uncompromising commitment to excellence, will distinguish us from the competition during the review process. We very much look forward to beginning a long and mutually rewarding relationship with the City of Peoria.

Sincerely,

CLARK HILL PLC

A handwritten signature in black ink, appearing to read "John Van Fossen". The signature is written in a cursive, flowing style.

John Van Fossen

Director of Government Affairs

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Category 2 – Federal Legislative Consulting Services

A. Method of Approach

As city officials well know, being an effective advocate requires a constant personal presence. In an era of restricted municipal budgets, the frequent travel to Washington D.C. that is required by a winning federal government affairs strategy is simply out of the question.

Washington can be daunting for municipal governments attempting to draw national attention to a local issue, seeking federal funding assistance, or registering an opinion on a proposed federal regulation. Not only will the City need to vie for the attention of your senators that represent each and every city across the state, your government affairs agenda will run up against every conceivable municipality and interest group across the country. With the right representation, however, the City can get the results it deserves.

Our firm is built upon a core set of values that guide us in our client relationships, our interactions with each other, and our connection to the communities in which we serve. These values provide a clear guide in the way we conduct our business, the way we treat our clients and colleagues, and the way we go about growing our firm. We strongly believe in these values and strictly adhere to them in each and every client experience, as they are essential to the ultimate success of our professionals, our lawyers and our firm.

When a lobbying client engages Clark Hill it can expect:

- Experienced and relevant counsel with industry or sector perspective;
- Relationships built on strong and consistent communication;
- New ideas, technologies and cutting-edge solutions that add value to your organization;
- Working relationships built on your terms, not ours;
- Passion, commitment and enthusiasm for your issues; and
- Efficient and timely work product.

Clark Hill has assembled one of the strongest state and federal government affairs practices around for the sole purpose of successfully achieving your goals. Our team is comprised of some of the most experienced and politically diverse professionals in the industry. This well-versed group includes former local, county and state elected officials, state legislative and congressional chiefs of staff and senior gubernatorial staff.

At Clark Hill, our team has years of experience successfully advocating on behalf of local governments at the federal level. As such, we understand the importance of keeping city leaders informed and involved. All actions performed on the City's behalf on any given project would be discussed in advance with the City's Intergovernmental Affairs Office (IAO). Upon the IAO's recommendation, sensitive issues may be discussed at greater length directly with administrators, City Council members and/or the Mayor. Clark Hill and its appointed contact(s)

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at the IAO will work in tandem to develop a strategy for addressing the problem at hand and when to involve other city officials or outside groups such as the Peoria Chamber of Commerce.

Furthermore, we respect and understand the City's interest in soliciting multiple qualified firms for future projects. As stated above, succeeding at the federal level often requires work outside of one's comfort zone. This is one of Clark Hill's greatest strengths when compared to other District of Columbia-based firms. We have an office in Scottsdale and are also present in other major markets like Chicago and Detroit. We have good working relationships with the Arizona Congressional Delegation, but consider how our other federal relationships could benefit the City of Peoria.

Not only does President Obama hail from Chicago, but the Senate's second most powerful Senator, Dick Durbin, represents that state. In Michigan, where we have four offices spread across the state, the State's Congressional Delegation now boasts the Chairman of the House Ways and Means Committee (Dave Camp), the Chairman of the House Energy & Commerce Committee (Fred Upton), the Chairwoman of the Senate Agriculture Committee (Debbie Stabenow), the Chairman of the Senate Armed Services Committee (Carl Levin), the Chairman of the House Select Committee on Intelligence (Mike Rogers), the Ranking Member of the House Ways and Means Committee (Sander Levin), the Ranking Member of the House Judiciary Committee (John Conyers), and the longest serving Member of the House Energy & Commerce Committee (John Dingell).

Clark Hill's Washington D.C. office will handle the work resulting from this contract.

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B. Firm's Similar Experience

Clark Hill PLC is a full-service law firm formed in 1890 that currently employs over 175 attorneys and professionals. Members of the Clark Hill Government and Public Affairs (GPA) Practice Group have served as local and statewide elected officials, Chiefs of Staff, legislative staffers, city attorneys, business owners and consultants. The GPA group has significant experience representing local governments in Washington in the areas of economic development, water and surface transportation infrastructure, alternative energy and other sustainability initiatives.

Our firm specializes in representing local and state governments at the federal level. While the Federal GPA group is relatively new within the firm, we can already boast of successes on behalf of the Michigan Economic Development Corporation; the Cities of Troy and Birmingham, Michigan; and Kent County, Michigan, some of which are detailed below.

With regard to whether we can work with both political parties to accomplish the City's goals, rest assured that our sole focus is to deliver for the City. In our opinion, a one-party approach is a losing one. Your Clark Hill Team will feature both Republicans and Democrats. Furthermore, all of our employees are bipartisan in their approach. Never will they sacrifice your issues for politics. In this era of divided government, we will continue to stress the need for moderation and common sense solutions that both parties can respect, if not agree upon.

Similar Projects:

1. Cities of Troy and Birmingham, Michigan (2009-2010), *Jana Ecker, Planning Director, City of Birmingham, 248-530-1841, Jecker@ci.birmingham.mi.us*

Last year, Clark Hill wrapped up a successful engagement with the Cities of Troy and Birmingham, Michigan. The cities recognized the importance of transit to the local and regional economies and formed a partnership to develop a multi-modal transit facility to revitalize their communities. However, with only one and a half years before the consent agreement deadline of securing funding for the transit center, the cities engaged Clark Hill to pursue federal funding for the project.

Despite the challenge of having only one fiscal year to achieve the cities' goal, Clark Hill was successful in putting together a federal affairs strategy that resulted in an \$8 million grant from the Federal Railroad Administration's Recovery Act grant program and a \$1.3 million earmark from the Federal Transit Administration (FTA) – more than enough to cover the project's total construction costs.

- Lobbied Members of Congress to include \$7 million in the Fiscal Year 2010 Transportation, Housing and Urban Development Appropriations Act from the FTA's Bus and Bus Facilities Account;

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- Responsible for logistics between congressional offices, the FTA, the Federal Railroad Administration (FRA), the Michigan Departments of Transportation and Energy, the Troy and Birmingham Chambers of Commerce, the cities' contracted engineering firm, and the Troy and Birmingham City Halls;
 - Assumed advisory role during the drafting of multiple state and federal grant applications, and;
 - Worked with the Clark Hill Marketing Department to produce promotional brochures to assist in grassroots advocacy for the project.
2. The Michigan Economic Development Corporation (MEDC), *Martin Dober, Senior Vice President, Entrepreneurship and Innovation, doberm@michigan.org*

MEDC enlisted Clark Hill to support its federal Recovery Act advanced battery applications. As a result of aggressive state tax incentives and Clark Hill's federal affairs strategy, over one half of the federal economic stimulus awards (\$1.2 billion), were won by companies that had committed to locating their advanced battery manufacturing operations in Michigan. These battery awards will create tens of thousands of new jobs throughout communities across Michigan, making the United States the manufacturing leader of the next generation of advanced batteries and components for electric vehicles.

- Worked with key Members of the Michigan Congressional Delegation and Governor Jennifer Granholm's Washington office to promote the Michigan awards as good for the ailing state and for the country prior to their announcement;
 - Lobbied House and Senate leadership offices to mitigate any blowback that could have resulted from over half of the awards being awarded to Michigan projects;
 - Secured a spot on the Senate Finance Committee witness list for MEDC to testify about the role of tax incentives in fostering clean technology manufacturing competitiveness; and
 - Prepared written testimony and oral remarks, and coordinated with Senator Stabenow's office in developing a focused and favorable question and answer exchange following the delivered oral testimony.
3. Warner Petroleum, *June West, Detroit Representative, 313-567-8566, junewest@ameritech.net*

Less than two months prior to the court-imposed deadline for the Environmental Protection Agency (EPA) to publish final regulations to control emissions from Category 3 marine compression-ignition engines, Warner Petroleum hired Clark Hill PLC to convey its concerns with the proposed final rule at the federal level, and to promote an "essential

modifications” waiver to prevent the demise of steamships operating exclusively in the Great Lakes.

Our engagement was a delicate balance of intelligence gathering, education and advocacy. Within a week, Clark Hill was reaching out to Congressional offices, State environmental officials, local organizations and like-minded industry players to gain intelligence on their opinions of the proposed rule. At the same time, legislation to fund EPA and other federal agencies was being delayed in order to work out a legislative exemption for steamships and intermediate fuel vessels during the upcoming 2010 fiscal year.

- In contrast to a blanket exemption being proposed by the Lake Carriers’ Association (LCA), Clark Hill began to stake out a middle position with Great Lakes congressional offices on the “essential modifications” waiver should the exemption prove untenable.
- Following a tepid response at EPA to Warner’s written comments to the proposed rule, we engaged House Transportation and Infrastructure Chairman Jim Oberstar (D-MN) and House Appropriations Chairman David Obey (D-WI) to pressure EPA to acquiesce on the steamships issue.
- The EPA final rule, published on April 30, 2010, exempts Great Lakes steamships from its Category 3 marine compression-ignition engines emissions control regulations.

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C. Staff's Assignments and Experience:

Chris Wagner will manage Clark Hill's federal affairs work on behalf of the City. Chris is a member of Clark Hill's Government and Public Affairs Group. Before joining the firm, he worked for three years at another government affairs firm in Washington, where he specialized in appropriations for municipal governments. Chris was also active in building the firm's client outreach efforts and brings with him a unique understanding of the federal appropriations and authorization processes.

Chris began his career in Washington D.C. working on the legislative staff of Senate Democratic Leader Tom Daschle, where he acted as the Senator's liaison on issues including taxes, Social Security, telecommunications, financial services, bankruptcy, education and historic preservation. Chris also researched pending legislation, legislative activity in congressional committees and existing law, and was involved in legislative strategy sessions with Senate leadership during the 107th and 108th Congress.

As one of the firm's leaders in municipal government representation at the federal level, Chris has worked with a number of city, county and state elected officials since his Daschle employment began in 2002.

Relevant Projects:

- 1) Cities of Troy and Birmingham, Michigan (2009-2010), *Jana Ecker, Planning Director, City of Birmingham, 248-530-1841, Jecker@ci.birmingham.mi.us*
 - Lobbied Members of Congress to include \$7 million in the Fiscal Year 2010 Transportation, Housing and Urban Development Appropriations Act from the FTA's Bus and Bus Facilities Account;
 - Responsible for logistics between congressional offices, the FTA, the Federal Railroad Administration (FRA), the Michigan Departments of Transportation and Energy, the Troy and Birmingham Chambers of Commerce, the Cities' contracted engineering firm, and the Troy and Birmingham City Halls;
 - Assumed advisory role during the drafting of multiple state and federal grant applications, and;
 - Worked with the Clark Hill Marketing Department to produce promotional brochures to assist in grassroots advocacy for the project.
- 2) Grand Strand Coastal Alliance (Cities of Myrtle Beach, North Myrtle Beach, Surfside, Atlantic Beach and Horry County, SC) (2008), *Mayor Marilyn Hatley, City of North Myrtle Beach, 843-280-5525, mayorhatley@nmb.us*

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- Successfully lobbied the Alliance's Congressional Delegation, the U.S. Army Corps of Engineers, and the Great Lakes Dredge & Dock Company to delay work on a scheduled storm damage reduction project;
- Directly responsible for saving tens of thousands of dollars in tax revenue resulting from beaches remaining open to the public.

3) City of Havelock, North Carolina (2008), *Jim Freeman, City Manager, City of Havelock, 252-444-6401, JFreeman@HavelockNC.US*

- Worked successfully with military staff at the Cherry Point Marine Corps Air Station and the City's congressional delegation to have \$500,000 allocated from the base's unused Fiscal Year 2007 Operations and Maintenance funds to study the feasibility of a flyover at the Highway 70/Slocum Road intersection in order to protect the safety of motorists entering the base through the Highway 70 entrance.

Lucius A. Vassar will be assisting Chris in developing and implementing the City's federal affairs agenda. Prior to joining Clark Hill, Lucius devoted six years of service and leadership in the City of Detroit. He most recently served as Director of the Detroit Workforce Development Department, Michigan's largest workforce agency with an annual budget of more than \$70 million. As Chief Administrative Officer for the City of Detroit, he directly advised the Mayor and developed and implemented policy initiatives at the local, state and federal levels. He also served the City of Detroit as Director of Corporate and Civic Affairs with responsibility for the creation and maintenance of partnerships with corporations, civic organizations and foundations throughout Southeast Michigan. Lucius' efforts in economic development led to the retention of a major corporation and hundreds of jobs in the City of Detroit. He has served on many boards and commissions in the City of Detroit including Detroit Economic Growth Corporation, Downtown Development Authority, Arts League of Michigan, City Connect Detroit, Detroit Police Foundation and the Detroit Metro Convention and Visitors Bureau.

Lucius' previous public sector experience includes eight years of service in the Michigan Senate. A supportive mentor and leader, Lucius served as Chief of Staff for the Senate Democratic Floor Leader, where he forged partnerships across the aisle. He has had direct involvement in the crafting, revision and implementation of several key state policy initiatives including the Michigan Gaming Act and the Neighborhood Enterprise Zone Act. Lucius also served as staff liaison to several senate committees including the Judiciary, Finance and Local Government Committees.

Lucius earned his B.A. in Psychology from Michigan State University and his Juris Doctorate Cum Laude from Michigan State University College of Law.

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Relevant Projects

1) Chief Administrative Officer, City of Detroit

- Managed and Directed local, state and federal policy initiatives. Led legislative enactment of Homestead Neighborhood Enterprise Zone Act in Michigan.
- Managed Federal Liaison and Federal Lobbyist Firm.
- Managed Appropriations Earmark request process for City of Detroit.
- City of Detroit staff liaison to the U.S. Conference of Mayors. Coordinated partnership initiatives, including Money Smart financial literacy program.
- Served on Board of Directors for Downtown Development Authority.
- Served on Board of Directors for Detroit Metro Convention and Visitors Bureau. Staff liaison for Super Bowl XL Host Committee and downtown development initiative.

John Van Fossen will also be a part of your Clark Hill Team. Prior to joining Clark Hill, John served as Director of Public Affairs for the Van Andel Institute, a private cancer research institute in Grand Rapids, Michigan. From 1999-2004 John served as Chief of Staff to Former Congressman Pete Hoekstra, (R-MI).

As Chief of Staff, John was responsible for advising the Congressman on all political and public policy matters, developing the office's legislative agenda and strategy, and managing the day to day operations of four congressional offices in Michigan and Washington, D.C. During his tenure with Congressman Hoekstra, John worked as the primary staff liaison for the Congressman to the House Budget Committee, House Education and Workforce Committee, House leadership offices, Republican Study Committee, the executive branch, local and national labor unions, education reform groups and city, county and state governments.

John also served for 3 years as Vice President for a federal public policy and governmental advocacy firm where he successfully advised and advocated for several clients in Washington, D.C.

John has more than fifteen years of experience working in local, state and federal governments, as well as the non-profit sector, and he has developed an extensive background in organizational leadership, project management and governmental advocacy. John began his career in local government focusing on city management and economic development where he was responsible for overseeing a wide variety of commercial and industrial development and redevelopment initiatives.

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John received his Bachelor of Arts in Political Science and Masters in Public Administration from Western Michigan University.

Relevant Projects

1) Detroit River Tunnel Partnership (2008-2011), *Marge Byington, Detroit River Tunnel Partnership, margeOMR1@mycingular.blackberry.net, (616) 942-0368*

- Developed a funding strategy focusing on both federal and state funding sources, including a 5-year transportation reauthorization bill, federal appropriations, and additional sources of programmatic funding/grants to modify the Detroit/Windsor rail tunnel in order to accommodate today's taller rail cars.
- Prepared introductory and other materials summarizing the project's status, objectives and third party support for meetings with various federal targets, including congressional offices and committees, the Department of Transportation and the Department of Homeland Security.

Finally, *Ken von Schaumburg*, will complete Peoria's Clark Hill Team. Prior to joining Clark Hill, Ken headed the Washington DC office of a prominent Phoenix based law firm where he focused on environment and natural resource law, and policy advocacy for both regional and national municipal associations, as well as the mining, oil & gas and agricultural industries.

Ken served as the Deputy General Counsel (2004-2006) and special counsel (2002-2004) to EPA during the administration of George W. Bush. Within these capacities, he provided legal and policy advice on a variety of issues to the Administrator and senior officials in the formulation of agency policies.

While at EPA, Ken managed a diverse portfolio of Clean Air Act (CAA), Clean Water Act (CWA), Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) issues. He also handled litigation before the United States Supreme Court and the federal appellate courts.

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D. Cost/Fee:

Clark Hill is committed to providing a government relations strategy at a competitive price consistent with your goals and our efforts. While we have served clients under both an hourly and monthly retainer basis, our clients have consistently found a monthly retainer arrangement to be the most predictable and cost-effective for budgeting purposes.

Our standard monthly retainer for federal representation is \$10,000 per month. Nevertheless, we understand that the City is currently interested in soliciting proposals on a specific issue from a number of approved vendors before moving forward with a given project. And considering the City's state preference for hourly rates, all of our interactions will focus on the hourly work as opposed to a monthly retainer, with the understanding that the City has the option to opt for a monthly retainer should it deem that avenue most appropriate for the project at hand.

A breakdown of the City's Clark Hill Team by hourly rate is as follows:

- Chris Wagner – \$200
- Lucius Vassar – \$335
- John Van Fossen – \$400
- Ken von Schaumburg -- \$475

E. Compliance with Request for Proposal

Clark Hill PLC has taken no exceptions.

CONCLUSION

In this new era in Washington, it is vital that the City of Peoria have a reliable, team-oriented, and knowledge-based strategy for achieving its goals in the government marketplace.

Clark Hill will provide advice, counsel and support to ensure that your priorities are met as public officials confront a wide variety of policies and initiatives that could impact the City's interests. To this end, the Clark Hill team has broad and deep bipartisan experience in handling issues in the federal sphere with an established network on both sides of aisle—a network we will leverage for Peoria.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

Consultant 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, Consultant 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, Consultant hereby warrants to the City that Consultant and each of its subConsultants ("SubConsultants") 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, "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this agreement and shall subject Consultant 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 Consultant and any SubConsultants to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the City in regard to any random verifications performed.

Neither Consultant nor any SubConsultant shall be deemed to have materially breached the Consultant Immigration Warranty if Consultant or the SubConsultant 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 Consultant enters into with any SubConsultants 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 Consultant or subConsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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



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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the 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 Consultant, 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 Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as 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:** Consultant shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Consultant to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Consultant or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Consultant undertakes a delegation or assignment without first obtaining the City's written approval. Consultant agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-Consultants which shall be utilized on the project. Any substitution of sub-Consultants by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the SubConsultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not SubConsultants 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 Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees 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 Consultant, its employees, agents, or any tier of subConsultants in the performance of this Contract. Consultant'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 Consultant or any tier of subConsultant or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant 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 Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subConsultant 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 Consultant as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Consultant or SubConsultant employee who works on this contract to ensure that the Consultant or SubConsultant is complying with the Consultant 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 Consultant or SubConsultant which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Consultant'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 Consultant 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 Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of 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:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Consultant 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:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
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 Consultant 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 Consultant or a SubConsultant with the Consultant 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:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division is requesting qualifications for **Consultant Services for Lobbying. This is the second year of a five year term.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) 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.



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13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the consultant must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the consultant must be in agreement.
- Any orders placed to the successful consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
15. **Performance Warranty:** Consultant 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:** Consultant 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 Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
19. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
20. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its 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



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hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any 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 Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultant'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 Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

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

28. **Required Insurance Coverage:**
- a. Commercial General Liability



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

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

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

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

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. 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 Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

d. Professional Liability

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

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

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



SPECIAL TERMS AND CONDITIONS

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Fax: (623) 773-7118

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

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

30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

31. **Independent Consultant:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees 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 Consultant, its employees, agents, or any tier of subConsultants in the performance of this Contract. Consultant'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 Consultant or any tier of subConsultant or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant 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 Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

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

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.



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33. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Consultant.
34. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
35. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
36. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract.
37. **Identity Theft Prevention:** The Consultant 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. Consultant also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Consultant as needed for the performance of duties under the Contract. Consultant agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Consultant 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 Consultant will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.



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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 Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the material and/or service.

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 Consultant.

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

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

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

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

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

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



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



SCOPE OF WORK

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**Materials Management
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SECTION 1 - INTRODUCTION

- 1.1 Overview** On June 1, 2010, the City of Peoria (City) awarded contracts to a list of qualified firms to perform consulting and technical support services for government and community relations. For the current list visit: http://www.peoriaaz.gov/procurement/MaterialsTermContracts_results.asp?Description=Consultant+Service+for+Lobbying+-+Request+for+Qualifications

Currently, the city is requesting additional proposals from firms interested in providing these services to the City. Experience working with municipalities or other government entities is highly desirable.

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

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

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

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

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

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

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

- 1.4 Period of Service** Consultant's services shall be requested and performed on an as-needed basis. The contract for consultants for Category 1, 2, 3 and 4 will become effective on or about July 1, 2011, and will be in effect for one (1) year, through on or about June 30, 2012. Consultant shall perform services in accordance with the schedule(s) provided by City staff. Failure on the part of Consultant to adhere to such work schedule(s) shall be sufficient grounds for cancellation of their contract.



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SECTION 2 - SCOPE OF WORK

- 2.1 Overview of Requirements** - This Section contains a brief description of the types of services the City expects to be performed, and is not a complete listing of all services that may be required. Government and community relations services include a range of topics, such as community outreach, development and presentation of promotional materials, outreach with local officials and business leaders, and government relations.
- Offerors should describe in detail, by category, the level and types of experience and skills they can provide and demonstrate their expertise in each category for which the Offeror would like to be considered. Offeror shall state clearly the categories it is sufficiently qualified to perform and, ideally, propose the same lead staff to perform in similar roles for all City projects under this RFQ.
- Consultant shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and specifications of this RFQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract. In addition, any requested reimbursable expenses shall be in accordance with Page 14 of this Contract, Special Terms and Conditions Section 42, Project Travel Reimbursable Expenses.
- 2.2 Category 1 – State Legislative Consulting Services** - Recommend and perform appropriate liaison and follow-up work on behalf of the City in any positive manner that the Intergovernmental Affairs Office determines to be in the City's best interest.
- Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with the Governor, legislature and various state agencies.
- Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with Maricopa County and with cities and communities within Maricopa County. Meet with elected officials, local chamber of commerce groups, Boards, and Valley leadership groups to provide information and education on specific issues impacting the city of Peoria as directed by the Intergovernmental Affairs Office.
- 2.3 Category 2 – Federal Legislative Consulting Services** - Recommend and perform appropriate liaison and follow-up work on behalf of the City in any positive manner that the Intergovernmental Affairs Office determines to be in the City's best interest.
- Act as a liaison for the City under the direction of the Intergovernmental Affairs Office with federal agencies.
- Engage in advocacy to promote the City's position on priority issues, including contacts with the Arizona Congressional delegation, other members of Congress, federal officials or key interest groups.
- Provide advocacy on identified issues on behalf of the City in a manner that the Intergovernmental Affairs Office determines to be in its best interest.
- 2.4 Category 3– Community Outreach** - Advise the Intergovernmental Affairs Office or designee on outreach plans or serve as the City's on-the-ground project representatives to implement outreach programs.
- Meet with elected officials, local chamber of commerce groups, neighborhood groups, Boards, and Valley leadership groups to provide information and education re: specific legislative or policy issues.



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

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

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

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

Develop promotional and presentation materials. Assist with briefings.

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

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



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SECTION 3 – INSTRUCTIONS AND EVALUATION

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

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

June 7, 2011	Submittals Due
July 1, 2011	Anticipated Award

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

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

A. Method of Approach:

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

B. Firm's Similar Experience/Projects:

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

C. Staff's Assignments and Experience:

- List examples of similar projects for which your key personnel were directly involved. Include brief scope, date of services and staff involvement. Public sector experience preferred.



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- Resumes for each key team member shall be limited to a maximum length of two (2) pages for each team member.

D. Cost/Fee:

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

E. Compliance with Request for Proposal:

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

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

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

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

3.5 Proposal Due Date and Contact Information:

Proposals are due no later than 5:00 P.M. on June 7, 2011.

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# P11-0081, Consultant Services for Lobbying (Year 2 Additions)
Attention: Christine Finney, Buyer II

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



SCOPE OF WORK

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following criteria will be grounds for disqualification and will be strictly enforced:

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

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

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

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

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



QUESTIONNAIRE

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

None taken.



QUESTIONNAIRE

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

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



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. P11-0081 Page 1 of 1
Description: Consultant Services for Lobbying - (Year Two Additions)
Amendment No. One (1) Date: 4/16/12

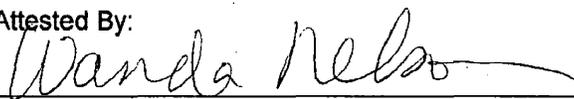
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/12.

THE NEW CONTRACT TERM:

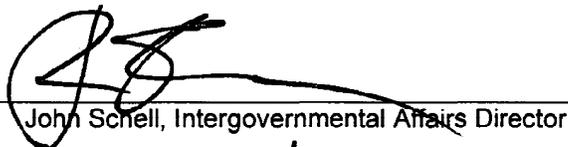
Contract Term: 8/1/12 to 7/31/13

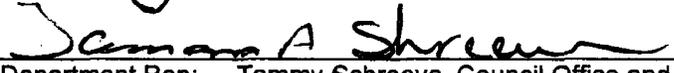
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

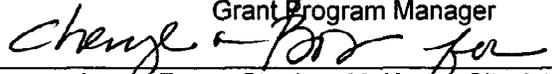
	5-29-12	John Van Fossen, Director of Government Affairs	Clark Hill PLC
Signature	Date	Typed Name and Title	Company Name
1250 I St. NW, Ste. 900	Washington	DC	20005
Address	City	State	Zip Code

Attested By: 

Wanda Nelson, City Clerk

Director:  John Schell, Intergovernmental Affairs Director

Department Rep:  Tammy Schreeve, Council Office and Grant Program Manager

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

The above referenced Contract Amendment is hereby Executed

June 20, 2012, at Peoria, Arizona

 Dan Zenko, Materials Management Supervisor



City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

CC Number
ACON37311A
Contract Number

A CON 37311A