



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P08-0026** Proposal Due Date: **November 6, 2007**
 Materials and/or Services: **Public Information Services** Proposal Time: **5:00 P.M. AZ Local Time**
 Contact: **Lisa Houg, CPPB**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

OFFER

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

For clarification of this offer contact:

Name: _____

Telephone: 602-264-4611 Fax: 602-264-4936

ACS/Conaid, Inc.

Terri L. Smith

Company Name

Authorized Signature for Offer

1440 E. Missouri, Suite C175

Terri L. Smith

Address

Printed Name

Phoenix AZ 85014

President

City State Zip Code

Title

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

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

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

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

City of Peoria, Arizona. Effective Date: 1-12-08

Approved as to form: William L. Emerson, Assistant City Attorney
Stephen M. Kemp, City Attorney

CC: _____

Contract Number: _____

Contract Awarded Date 1-11-08

Official File: _____

Herman Koebergen
 Herman Koebergen, Materials Manager
for



CON _____

CON _____



REVISED SCOPE OF WORK

Solicitation Number: P08-0026

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

PUBLIC INFORMATION SERVICES PROVIDER (PISP)

I. INTRODUCTION

The City of Peoria is soliciting proposals from qualified firms to provide public information/community relations services for construction contracts for local area residents, businesses, schools and churches that would be affected by the construction project.

II. GENERAL REQUIREMENTS

The PISP shall provide when requested a community relations program for each construction project at the time of the public project meeting. The community relations program shall include but not be limited to:

A. Information Letter

Distribute a information letter to all residents, businesses, schools and churches within an area to be determined by the Engineer, which shall contain, as a minimum, the following information:

1. Name of Contractor
2. One (1) 24-hour hot line telephone number dedicated solely to City projects managed by a consultant staff member and will maintain a log of calls, responses and actions taken.
3. Brief description of project.
4. Name of Project Consultant (Consultant)
5. Name of Project Superintendent (Contractor)
6. Name of Project Engineer (City of Peoria)
7. Construction schedule including anticipated work hours
8. Traffic regulations including lane restrictions
9. Time and place for the public project meeting
10. Any other information as deemed necessary by the Engineer.

This notification shall be delivered, a minimum of five (5) working days prior to the meeting.

B. Stakeholders Meeting

Notify and facilitate a public project meeting with affected neighbors, businesses, schools, churches, etc., as directed by the City and will prepare an agenda and meeting minutes.



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C. Progress Meeting

Schedule and conduct progress meetings, as required, with the affected business tenants and property owners. In addition, attend weekly construction or monthly design meetings at the City.

D. Public Meeting

Initiate and attend public meetings as required by the Engineer; coordinate preparation of the power point presentation and display boards with the City's Project Manager and the Project Consultant; and participate with the development of the mailing list of key participants. The Consultant shall make arrangements for a meeting facility, provide refreshments, coordinate and provide meeting handouts, comment cards, meeting set up and take down, including meeting directional signs.

The PISP shall record questions and comments, and coordinate with the City's Project Engineer and Consultant to prepare written responses and/or recommendations to questions/comments arising out of the meeting.

The PISP shall use these means (Items A thru E), or others to inform the local citizens of necessary operations which may create high noise levels, street closures, limited access, detour routes, haul routes, material delivery routes, unusual hours of construction, disruption of bus routes or other passenger delivery/pick up routes.

E. 24 Hour Hotline

The PISP will be required to furnish a private telephone hot line, to be used solely for receiving incoming calls from local citizens having questions or complaints concerning construction operations or procedures of City projects. The PISP shall publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by PISP personnel and/or an approved answering service, answering machines and pagers are not acceptable. The PISP shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer monthly and/or upon request. The PISP shall maintain a direct telephone line into the main office during normal business hours. An answering service is acceptable only after normal business working hours, i.e. before 8:00 AM and after 5:00 PM and on weekends.

F. Newsletter

Print and mail or hand deliver public notices and/or newsletters, including a list of the names, addresses, and receipt of postage or delivery for recipients of these newsletters and/or notifications. When the recipient list changes by 25 percent a new list shall be delivered to the Engineer. The PISP shall also provide electronic notification to the public as requested. Larger projects will require monthly newsletter updates.



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For each newsletter, a final draft shall be submitted to the Engineer for review and approval at least three (3) working days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include twelve (12) copies for the Engineer, one (1) copy for the Street Maintenance Division, two (2) copies for the City Council representative and three (3) copies for the Mayor's office. The PISP shall submit a digital copy of the newsletter for placement on City's web page.

G. Door Hangers/Post Cards

The PISP will be required to prepare door hangers or post cards. The door hangers will either: A) be provided to the City and Contractor to facilitate distribution; or B) the PISP will distribute door-to-door. The post cards will be sent by mail. The door hangers and/or post cards provide short term advance notification to various homeowners & businesses notifying them of certain construction activities on an as-needed basis. (ie. Ingress & egress driveway impacts, mail & garbage service disruptions etc.)

H. Website

Create and continually update the project website to provide a project description, project schedule, notifications, and updates.

I. Project Signs

The PISP shall furnish, install and remove project signs per City specifications (see Attachment A).

J. Utility Coordination

The Project Contractor will be required to minimize disruption to existing utilities in service and to maintain safety at all times. The PISP shall be required to provide proper advance notification of expected service disruptions during the course of the project. The City anticipates planned as well as unplanned service disruption.

The utility companies may have to relocate, extend, or construct new facilities. The PISP shall be required to coordinate with utility companies and provide proper advance notification of expected service disruptions during the course of the project, as directed by the Engineer.

K. Personnel Time Log

Daily personnel time log shall include name of employee, date of work, amount of time worked, description of work performed, City of Peoria department project number, contract number and purchase order number. The personnel time log shall be submitted with the monthly invoice.



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- L. The City's Engineer and/or Consultant and Contractor shall review all material to be distributed prior to being released by the PISP.

III. PUBLIC INFORMATION SERVICES PROVIDER (PISP) PAY PROGRAM

The PISP is to understand that this is an annual service contract. There may be one or more construction contracts that the PISP will service. Each contract will have a contract time limit and a fixed dollar amount for the public information portion of the contract. It is possible that a construction contract will extend beyond the time limits of the annual services contract. Any project started within the time frame covered by this contract will be paid at the agreed upon contract rates, however new projects will not be assigned after the services contract time limit is reached.

All requests for payment must be made on a monthly basis, due the last day of the month in which work has been performed.



PRICE SHEET

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<u>SERVICE</u>	<u>Quantity</u>	<u>Unit Price</u>
1. <u>Information Letter</u> Per Scope of Work, Section II, A <i>Quantity is approximate only, billing will be based on actual copies mailed.</i>		
<ul style="list-style-type: none"> • Write, edit, set up and illustrate a 1 page 8 ½ X 11 two-sided letter One color 	1- issue	\$ <u>250.00</u>
<ul style="list-style-type: none"> • First Class Mail 	2000	\$ <u>0.89</u>
<ul style="list-style-type: none"> • Hand Delivery 	2000	\$ <u>0.60</u>
2. <u>Stakeholders Meeting</u> Per Scope of Work, Section II, B		
	1 HR	\$ <u>60.00</u>
3. <u>Progress Meeting</u> Per Scope of Work, Section II, C		
	1 HR	\$ <u>60.00</u>
4. <u>Public Meeting</u> Per Scope of Work, Section II, D PISP Staff Facilitator Third Party Facilitator		
	1 HR	\$ <u>60.00</u>
	1 HR	\$ <u>200.00</u>
5. <u>24 Hour Hotline</u> Per Scope of Work, Section II, E		
	30 days	\$ <u>20.00</u>
6. <u>Newsletter</u> Per Scope of Work, Section II, F		
<ul style="list-style-type: none"> • Write, edit, set up and illustrate a 1 page 8 ½ X 11 two-sided letter One color 	1- issue	\$ <u>-</u>
<ul style="list-style-type: none"> • Two color 	1- issue	\$ <u>250.00</u>
<ul style="list-style-type: none"> • Four color 	1- issue	\$ <u>250.00</u>
<ul style="list-style-type: none"> • First Class Mail 	2000	\$ <u>0.89</u>
<ul style="list-style-type: none"> • Hand Delivery 	2000	\$ <u>0.60</u>
7. <u>Door Hangers/Post Cards</u> Per Scope of Work, Section II, G		
<ul style="list-style-type: none"> • Prepare & print Door Hanger 	1 EA	\$ <u>1200.00</u>
<ul style="list-style-type: none"> • Prepare & print 4" x 6" Post Card (2 color) 	1 EA	\$ <u>795.00</u>
<ul style="list-style-type: none"> • Prepare & print 4" x 6" Post Card (4 color) 	1 EA	\$ <u>800.00</u>
<ul style="list-style-type: none"> • Prepare & print 5.5" x 8.5" Post Card (2 color) 	1 EA	\$ <u>1105.00</u>
<ul style="list-style-type: none"> • Prepare & print 5.5" x 8.5" Post Card (4 color) 	1 EA	\$ <u>1200.00</u>
<ul style="list-style-type: none"> • Furnish to City/Contractor for distribution 	2000	\$ <u>0.03</u>
<ul style="list-style-type: none"> • PISP distribution door-to-door 	2000	\$ <u>0.32</u>
<ul style="list-style-type: none"> • First Class Mail – Post Cards 	2000	\$ <u>0.58</u>



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8.	<u>Website</u> Per Scope of Work, Section II, H Create website and keep updated or Update "Building Peoria" website determined _____	1 HR	\$ To be
9.	<u>Project Signs</u> Per Scope of Work, Section II, I and Sign Specification (Attachment A)	1 EA	\$ <u>810.00</u>
10.	<u>Spanish Translation of Written Material</u> Rate for transferring written material to Spanish language	1 HR	\$ <u>52.00</u>

Note:
 All color printing priced with no ink bleeds.

Item 6 First class mail and hand delivery prices based on providing one color (black) newsletters.

**Item 7 Prepare & print door hanger price based on one-color (black) and providing a quantity of 2000.
 Prepare and print color post cards based on providing a quantity of 2000.
 First class mail-post cards pricing based on mailing 4"x6" cards.
 Furnish to City/Contractor, door-to-door distribution and first class mail pricing does not include cost of
 preparing and printing materials.**

Item 9 Project signs-logos for any agency other than City of Peoria to be furnished by others.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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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 on the cover page of 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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor 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.

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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



STANDARD TERMS AND CONDITIONS

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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Public Information Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **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 contractor 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 contractor must be in agreement.

Any orders placed to the successful contractor 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.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action 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.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 25 pages. **DO NOT BIND THE ORIGINAL COPY.**
10. **Proposal Content:** The following items shall be addressed in the proposal submission.
 - i. Plan and Method of Approach to accomplish the Scope of Work.
 - ii. Overall Firm Experience and Similar Project Experience.
 - iii. Staff's Assignments and Experience.
 - iv. Cost Considerations.
 - v. A minimum of three (3) References from similar projects completed within the last five (5) years.
 - vi. Additional Data Support - detailed resumes, etc.



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11. **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 firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **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. Plan and Method of Approach to accomplish the Scope of Work.
 - b. Overall Firm Experience/Similar Project Experience.
 - c. Staff's Assignments and Experience.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposal.
13. **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.
14. **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. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **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.
20. **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.
21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
22. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all



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related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

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

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

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

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

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

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

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

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

24. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 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.



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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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. Professional Liability

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

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

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

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

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



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26. **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.

27. **Independent Contractor:**

a. General

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

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

c. Other Benefits

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

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

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



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29. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

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

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

32. **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.

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

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

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;



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- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

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

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

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

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



SCOPE OF WORK

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PUBLIC INFORMATION SERVICES PROVIDER (PISP)

I. INTRODUCTION

The City of Peoria is soliciting proposals from qualified firms to provide public information/community relations services for construction contracts for local area residents, businesses, schools and churches that would be affected by the construction project.

II. GENERAL REQUIREMENTS

The PISP shall provide when requested a community relations program for each construction project at the time of the public project meeting. The community relations program shall include but not be limited to:

- A. Distribute a information letter to all residents, businesses, schools and churches within an area to be determined by the Engineer, which shall contain, as a minimum, the following information:
1. Name of Contractor
 2. One (1) 24-hour hot line telephone number dedicated solely to City projects managed by a consultant staff member and will maintain a log of calls, responses and actions taken.
 3. Brief description of project.
 4. Name of Project Consultant (Consultant)
 5. Name of Project Superintendent (Contractor)
 6. Name of Project Engineer (City of Peoria)
 7. Construction schedule including anticipated work hours
 8. Traffic regulations including lane restrictions
 9. Time and place for the public project meeting
 10. Any other information as deemed necessary by the Engineer.

This notification shall be delivered, a minimum of five (5) working days prior to the meeting.

- B. Notify and conduct a public project meeting with affected neighbors, businesses, schools, churches, etc., as directed by the City and will prepare an agenda and meeting minutes.
- C. Schedule and conduct progress meetings, as required, with the affected business tenants and property owners.
- D. Initiate and attend public meetings as required by the Engineer; coordinate preparation of the power point presentation and display boards with the City's Project Manager and the Project Consultant; and participate with the development of the mailing list of key



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participants. The Consultant shall make arrangements for a meeting facility, provide refreshments, coordinate and provide meeting handouts, comment cards, meeting set up and take down, including meeting directional signs.

The PISP shall record questions and comments, and coordinate with the City's Project Engineer and Consultant to prepare written responses and/or recommendations to questions/comments arising out of the meeting.

The PISP shall use these means (Items A thru E), or others to inform the local citizens of necessary operations which may create high noise levels, street closures, limited access, detour routes, haul routes, material delivery routes, unusual hours of construction, disruption of bus routes or other passenger delivery/pick up routes.

E. Hot Line – The PISP will be required to furnish a private telephone hot line, to be used solely for receiving incoming calls from local citizens having questions or complaints concerning construction operations or procedures of City projects. The PISP shall publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by PISP personnel and/or an approved answering service, answering machines and pagers are not acceptable. The PISP shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and/or upon request. The PISP shall maintain a direct telephone line into the main office during normal business hours. An answering service is acceptable only after normal business working hours, i.e. before 8:00 AM and after 5:00 PM and on weekends.

F. Newsletters – Print and mail or hand deliver public notices and/or newsletters, including a list of the names, addresses, and receipt of postage or delivery for recipients of these newsletters and/or notifications. When the recipient list changes by 25 percent a new list shall be delivered to the Engineer. The PISP shall also provide electronic notification to the public as requested.

For each newsletter, a final draft shall be submitted to the Engineer for review and approval at least three (3) working days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include twelve (12) copies for the Engineer, one (1) copy for the Street Maintenance Division, two (2) copies for the City Council representative and three (3) copies for the Mayor's office. The PISP shall submit a digital copy of the newsletter for placement on City's web page.

G. Door Hangers – The PISP will be required to prepare the door hangers and either: A) furnish to the City and Contractor to facilitate distribution of the door hangers; or B) distribute the door hangers door-to-door. The door hangers provide short term advance notification to various homeowners & businesses notifying them of certain construction activities on an as-needed basis. (ie. Ingress & egress driveway impacts, mail & garbage



SCOPE OF WORK

Solicitation Number: **P08-0026**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

service disruptions etc.)

- H. Daily personnel time log shall include name of employee, date of work, amount of time worked, description of work performed, City of Peoria department project number and solicitation number. The personnel time log shall be submitted with the monthly invoice.
- I. Utility Service Disruption – The Project Contractor will be required to minimize disruption to existing utilities in service and to maintain safety at all times. The PISP shall be required to provide proper advance notification of expected service disruptions during the course of the project.

The utility companies may have to relocate, extend, or construct new facilities. The PISP shall be required to coordinate with utility companies and provide proper advance notification of expected service disruptions during the course of the project, as directed by the Engineer.

- J. Create and continually update the project website to provide a project description, project schedule, notifications, and updates.
- K. The PISP shall furnish, install and remove project signs per City specifications (see Attachment A).
- L. The City's Engineer and/or Consultant and Contractor shall review all material to be distributed prior to being released by the PISP.

III. PUBLIC INFORMATION SERVICES PROVIDER (PISP) PAY PROGRAM

The PISP is to understand that this is an annual service contract. There may be one or more construction contracts that the PISP will service. Each contract will have a contract time limit and a fixed dollar amount for the public information portion of the contract. It is possible that a construction contract will extend beyond the time limits of the annual services contract. Any project started within the time frame covered by this contract will be paid at the agreed upon contract rates, however new projects will not be assigned after the services contract time limit is reached.

All requests for payment must be made on a monthly basis, due the last day of the month in which work has been performed.

IV. SUBMITTAL REQUIREMENTS

A. Proposal Format



SCOPE OF WORK

Solicitation Number: P08-0026

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 25 pages. **DO NOT BIND THE ORIGINAL COPY.**

B. Proposal Content

The following items shall be addressed in the proposal submission:

- i. Plan and Method of Approach to accomplish the Scope of Work.
 - Include, but not limited to, work plan, task schedule and anticipated City involvement to accomplish Scope of Work.
- ii. Overall Firm Experience and Similar Project Experience.
- iii. Staff's Assignments and Experience.
 - Include, but not limited to, the name and credentials of the public information staff and any sub-service contractors.
- iv. Cost Considerations
 - Include a detailed cost proposal showing all costs for the specific services to be performed as outlined in Section II of the Scope of Work.
- v. A minimum of three (3) References from similar projects completed within the last five (5) years.
 - Include, but not limited to, similar past project work.
- vi. Additional Data Support - detailed resumes, etc.

C. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 12, Evaluation.

D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria
Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m.** on November 6, 2007.

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: P08-0026

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Please list a minimum of three (3) references from similar projects whom the Materials Management Division may contact:

1. Company: City of Peoria
Contact: David Moody, P.E.
Address: 8401 W. Monroe
Peoria, AZ 85345
Phone: (623) 773-7212

2. Company: City of Phoenix
Contact: Pete Johnson, P.E.
Address: 200 W. Washington
Phoenix, AZ 85003
Phone: (602) 262-6781

3. Company: Maricopa County Department of Transportation
Contact: Roberta Crowe
Address: 2901 W. Durango Street
Phoenix, AZ 85009
Phone: (602) 506-8003



QUESTIONNAIRE

Solicitation Number: P08-0026

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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

See attached certification



ATTACHMENT A

Solicitation Number: P08-0026

Materials Management Procurement

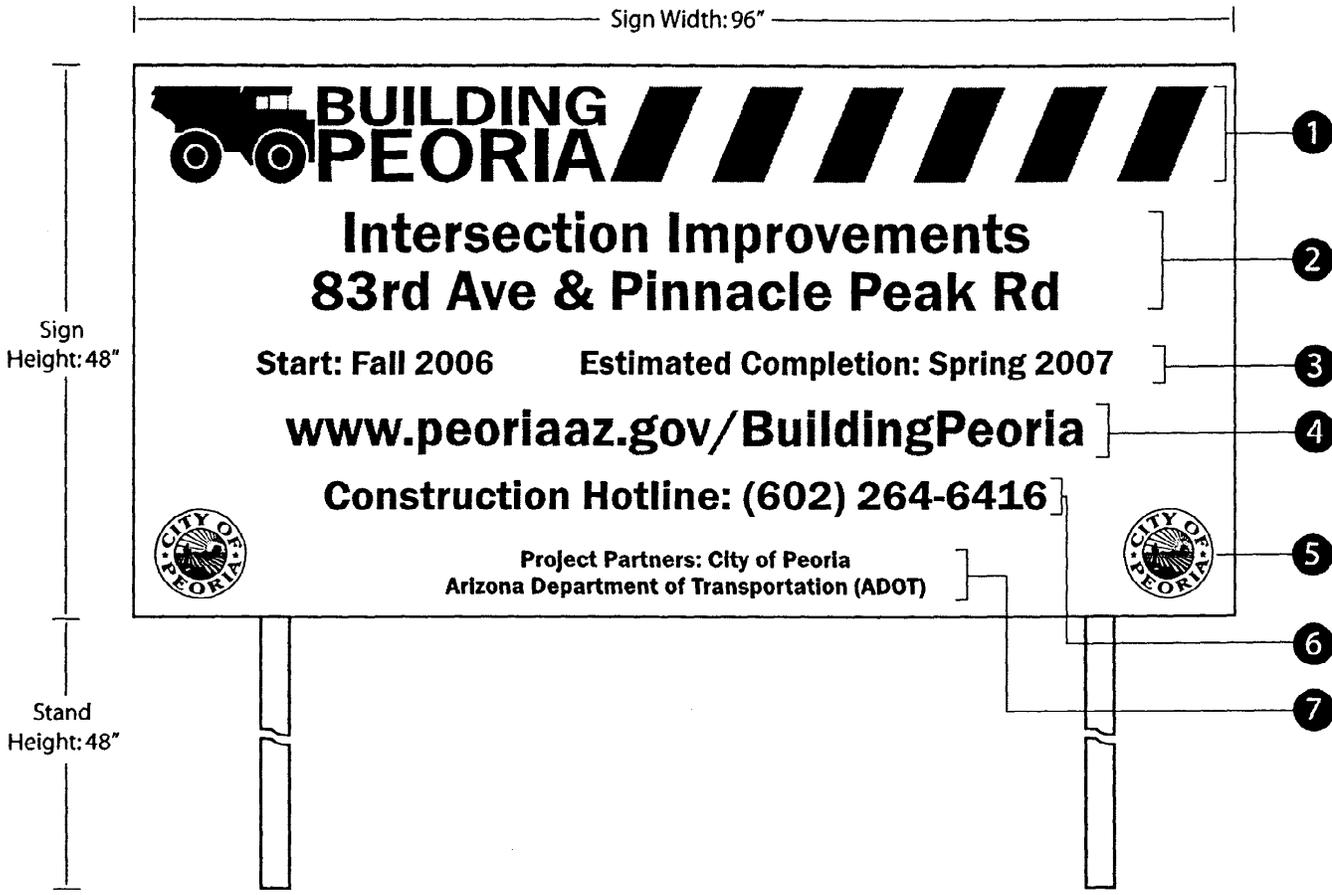
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

See attached City of Peoria Sign Specifications.

City of Peoria Construction Sign Specifications



Specification Overview:

Each sign shall be 4-foot by 8-foot in size and shall be mounted four-feet above the ground level and anchored three-feet into the ground with concrete backfill around the posts. Each sign shall be 3/4" plywood, painted white. Sign posts shall be painted white.

Sign colors shall be black or blue letters on white background, per FHWA standards. Typeface for lettering shall be Franklin Gothic Demi; spacing shall conform to FHWA standards.

Signs shall be furnished and installed by the Contractor, and shall be in place prior to start of work. Signs shall be placed so to be visible to motorists and shall be kept clean at all times.

Measurement and payment for project signs shall be per each sign as included in the Bid Item "Furnish & Install Project Sign" which shall include all labor and materials required to furnish, install, maintain, and remove each project sign.

Specification Details:

- 1 "Building Peoria" graphic supplied by City of Peoria (filename: BuildingPeoriaMasthead.xxx). Colors: PMS300 (R:0; G:120; B:193) and black. Graphic Height: 8.25"; Graphic Width: 92.5"
- 2 Project title. Typeface: Franklin Gothic Demi. Capital letter height: 3.5" Color: black
- 3 Project Schedule. Typeface: Franklin Gothic Demi. Capital letter height: 2" Color: black
- 4 Web site. Typeface = Franklin Gothic Demi. Capital letter height = 3" Color = PMS300 (R:0; G:120; B:193)
- 5 City seal (black). Size = 8" Partner agency logo (e.g., ADOT) may appear in lower left corner in place of the second City of Peoria seal if appropriate, size not greater than 8"
- 6 Construction Hotline. Typeface = Franklin Gothic Demi. Capital letter height = 2" Color = black. If Spanish language hotline is posted, capital letter height = 1.25"
- 7 Project Partners. Typeface = Franklin Gothic Demi. Capital letter height = 1.5" Color = black



**Arizona Department of Transportation
CIVIL RIGHTS OFFICE**

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano
Governor

Victor M. Mendez
Director

John A. Bogert
Chief of Staff

June 19, 2007

Terri Smith, President
ACS/Conaid, Inc.
1440 E. Missouri Ave., Ste C175
Phoenix, AZ 85014

RE: DBE Certification #1272

Dear Ms. Smith:

Based on the information provided in your "Annual Update" to the Arizona Department of Transportation, your company is eligible to continue to participate as a Disadvantaged Business Enterprise (DBE) under Title 49 CFR Part 26 through June 30, 2008 with the Arizona Unified Certification Program (AZUCP). This AZUCP certification provides reciprocity in the DBE program with the Arizona Department of Transportation, the City of Phoenix, and the City of Tucson in the below stated field(s) of work:

Public Information Consultant

Each year you will be required to update your application with an affidavit and supporting documentation. We will notify you at least 30 days in advance of this requirement.

You must notify this office in writing within 30 days of any change in circumstances affecting your disadvantaged status, ownership, or control requirements, or any information provided in your application form. You must attach supporting documentation describing the nature of such changes. This notice must take the form of a sworn affidavit.

Your failure to submit your annual update or report the changes in your company shall be grounds for denial of certification or removal of eligibility.

We look forward to working with you in carrying out the objectives of the program. If you have any questions, please call this office at (602) 712-7761.

Sincerely,

Jamie Graves
Certification Program Manager
Civil Rights Office





City of Phoenix

**EQUAL OPPORTUNITY DEPARTMENT
WOMAN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

This is to certify that

ACS/CONAID INC

has met the criteria for certification as a Woman-Owned Business Enterprise under Chapter 18, Article VIII of the Phoenix City Code in the following line(s) of business:

Construction public relations & information services

Certification Eligibility: October 17, 2005 – October 17, 2008

A handwritten signature in cursive script, reading "Carole Coles Henry".

Carole Coles Henry, Director



ACS/CONAID, INC.

A Company Profile

Presented to:

*City of Peoria
Materials Management
8314 West Cinnabar Avenue
Peoria, Arizona 85345*

For:

*Public Information Services
Request for Proposal No. P08-0026
November 6, 2007*



PUBLIC INFORMATION SERVICES

The Company

Phoenix, Arizona-based ACS/Conaid, Inc. specializes in providing public information services. Our company's construction, engineering and communication specialists offer a professional link between Arizona contractors, engineering firms, government agencies, the general public and businesses affected by construction activities.

ACS/Conaid is an Arizona Department of Transportation (ADOT)-certified Disadvantaged Business Enterprise (DBE). The firm also is a Woman-Owned Business Enterprise (WBE) and is certified by the City of Phoenix. With regard to experience, our public information company has conducted hundreds of public information projects for a number of public and private entities in Arizona. And, through hard work and a commitment to excellent service, ACS/Conaid has positively impacted thousands of Arizonans since 1991.

Just as significant, ACS/Conaid was the proud recipient of the national Marvin M. Black award for Excellence in Partnering for the year 2000. This award is sponsored by Associated General Contractors of America.



Staff

Terri Smith, *President*

Terri Smith is responsible for the daily business operations and activities of ACS/Conaid. In this capacity, she oversees the design, administration and implementation of all public information plans for public works projects. Smith creates customized public information programs for each project based on the client's needs and construction specifications. She also manages all communication on behalf of ACS/Conaid and its respective customers.

Smith brings more than 25 years of engineering construction, management and customer relations experience to ACS/Conaid, having served as an estimator and project manager for metropolitan Phoenix construction companies including Arizona Pipeline Company and Triangle Construction.

Fran Booth, *ABC, Communication Director*

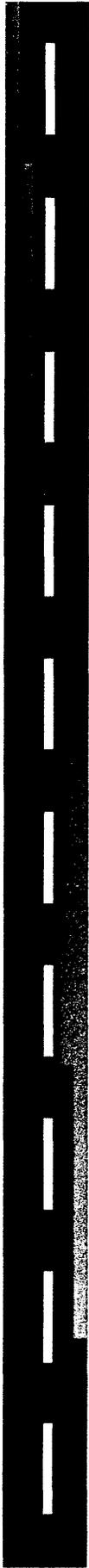
Fran Booth has more than 21 years experience as a corporate communication and marketing consultant to several multinational, Fortune 500 and construction-related firms. Booth's background includes providing public relations counsel for more than seven years to Battelle Memorial Institute, the world's largest independent research and development organization.

Booth serves as regional director to the International Association of Business Communicators (IABC), a group that selected her as its 1989 Member of the Year, and in 1991, as its Communicator of the Year. She also is a professional writer for and consultant to several regional and national construction and business publications.

Bill Onea, *Public Information Coordinator*

Bill Onea has more than 30 years of construction experience, including serving Hunter Contracting Company of Mesa, Arizona. Onea, who has worked for ACS/Conaid for more than 14 years, assists the company by presurveying construction jobsites, videotaping existing site conditions and working one-on-one with businesses and contractors.





Staff

Don Lovitt, *Public Information Coordinator*

Don Lovitt, a public information coordinator for ACS/Conaid, is responsible for working one-on-one with business owners and contractors. Lovitt also helps manage ACS/Conaid's mailing lists and coordinates construction restrictions, shutdowns, traffic control changes and planned activities with affected businesses.

Lovitt oversees the videotape documentation of key projects prior to construction. His video experience includes more than 18 years in the entertainment arena, where he toured and videotaped concert venues and worked in theatre, film and television production.

Erika Smith Royal, *Public Information Coordinator*

As public information coordinator, Erika Smith Royal is responsible for assisting with public meetings for customers and working one-on-one with business owners and contractors. In addition, Smith Royal coordinates construction restrictions, shutdowns, traffic control changes and planned activities with affected businesses.

Gary Adam, *Designer*

Gary Adam provides all design, artwork and illustration for ACS/Conaid. Adam, a designer and illustrator for more than 20 years, has served several advertising agencies in the Midwest and in Arizona. In addition, to his work on behalf of ACS/Conaid, Adam has provided services to Arizona's largest mechanical contractor, semiconductor manufacturing firms, healthcare entities and fabrication companies. For ACS/Conaid, Adam regularly produces art renderings of projects, brochures, newsletters, website updates, illustrations and print ads.



Resources And Results

Resources

ACS has the resources, equipment, facilities and talent to perform virtually any public information program. Our office, which is conveniently located in central Phoenix, is equipped with computers, multiple telephone lines for hotline calls, five full-time and two contract staff, a laser printer, a large copier, facsimile machine, voice mail, mobile telephones, pagers and a well-stocked inventory of various types of (newsletter) papers and supplies. In addition, ACS maintains commercial general insurance policies.

We almost always are available to speak with citizens, businesses, contractors, municipal and government representatives and officials, engineers and the media, as needed. If for any reason we can't speak directly with a caller, it is because we are on the jobsite or at a public or private meeting. However, we are available through our hotline service 24-hours a day to answer questions and/or resolve concerns. We also are skilled at "damage control." We know how to coordinate potentially aggravating or emotional construction situations with regard to the public. More importantly, we understand construction methodology and work extremely well with city, county, state, contractor and other personnel. Not only do we know where to turn and how to handle sensitive community issues and problems, but we're accessible and responsive. Every day. All the time.

Quick Turn Around – With Results

One of the most important aspects of a good public information firm is its ability to conduct rapid follow-up and to achieve results. Every day, we respond to a number of hotline calls, each within 30 minutes. We have documented and followed up on as many as 172 hotline calls in a single 24-hour period. To date, we have responded to more than 28,000 hotline calls from citizens – fast, efficient, and thoroughly researched and documented.

With regard to weekly and bi-weekly communications, we write, design and produce all of our newsletters in-house. ACS's newsletters are widely lauded by citizens, contractors, engineering firms and government agencies alike. We not only get excellent evaluations from the citizens we survey, but we receive regular, unsolicited telephone calls from residents who call just to say how much they enjoy reading our communications and learning about construction. However, the real measure of good public information work is the satisfaction and feedback we receive from contractors and the municipal/county customers we serve. We are a results-oriented company that cares about the customers and citizens we serve. And, we are relentless in our desire to excel in all that we do.



Partial Project List

ACS/Conaid has conducted hundreds of public information programs during the last 16 years, the following is a partial project list.

South Mountain Water Facilities	City of Phoenix
Thunderbird Road Rehabilitation Project	City of Peoria
Lake Pleasant Parkway.....	City of Peoria
19th Avenue, Deer Valley to Happy Valley Roads	City of Phoenix
Northern, Invergordon to Mockingbird.....	Town of Paradise Valley
Ellsworth Road, Guadalupe to Germann Roads	MCDOT
10th Street Wash, Alice to ACDC	Flood Control District of Maricopa County
Glendale Park & Ride	City of Glendale
Avondale Overlay & Water Service Replacement	City of Avondale
Alma School & Warner Intersection Improvements.....	ADOT/City of Chandler
Olive & El Mirage Road Improvements	City of El Mirage
Scottsdale Road, Indian Bend to Gold Dust	City of Scottsdale



Our Approach

ACS/Conaid works closely with businesses, residents, city representatives, government agencies and the contractor to provide one-on-one assistance and excellent communication to everyone affected by the City of Peoria's construction efforts.

Our approach will include the writing, design and dissemination of newsletters and special bulletins about the construction, and information about planned changes in activities on the construction site. In addition, our team of professionals will conduct regular face-to-face meetings with the contractor, City of Peoria representatives, government agencies, business owners and citizens, as appropriate. We also provide a 24-hour hotline to answer businesses' and residents' questions regarding construction activities in and around the City of Peoria.

In essence, our approach is to provide our customers with thorough, ongoing communication, and to serve as a professional liaison to every customer that will be impacted by construction.

Plan and Method Approach to Accomplish the Scope of Work

ACS/Conaid has a plan and a method to accomplish the proposed scope of work.

The plan includes:

- **provide a community relations program** – ACS will implement efforts to orchestrate communications and a responsive solutions-oriented approach to managing community input and feedback. These efforts will include a 24-hour hotline, newsletters and other timely communications, meetings (face-to-face, by phone and in public settings), onsite visits to local businesses and the development of other liaisons as advantageous to the City of Peoria.
- **maintain a 24-hour hotline** – we provide a 24-hour telephone hotline service to answer questions and/or resolve concerns. The hotline is maintained 24-hours-a-day, 365 days a year.
- **organize and conduct public meetings** – to include design and pre-construction meetings complete with color art renderings and speaker representatives, as appropriate. We arrange everything, from the initial notification through a summary of meeting attendance.



- **meet with the City of Peoria representative to compile the stakeholders' mailing list** – the goal is to develop a comprehensive list that includes all of the customers who will be impacted by construction. Our team researches mailing addresses through MetroScan because we believe in using the latest software to ensure the data is up-to-date and thorough in nature.
 - **provide bi-lingual assistance for Spanish-speaking customers** seeking public information about construction improvement projects in their communities. In addition, provide written Spanish translation for progress communications disseminated within the neighborhoods where Spanish is the prevalent language.
 - **provide assistance with progress communications** for posting/reporting on customer's websites.
 - **review project plans and construction schedules** – ACS works one-on-one with the city representative to review the project phase by phase. We also want to understand the latest construction schedule so it can be communicated to the residents and businesses in the construction area.
 - **write and illustrate a draft of newsletters, door hangers and special notices** – each newsletter and door hanger will be carefully written and edited prior to being designed. The goal is to make each communication compelling, educational and full of useful information. ACS/Conaid representatives transmit drafts to the city representative for changes and approvals – all communications will be reviewed and approved by the City of Peoria representative before being produced and disseminated.
 - **contact residents and businesses as needed to coordinate construction activities** – ACS will visit business owners and residents (as appropriate) to discuss planned construction activities, answer questions and to talk about issues that need attention and resolution.
 - **furnish, install and remove project signs** – all signs are created according to City of Peoria specifications.
 - **coordination of road closures and notification** to school districts, emergency services, post offices, etc.
- Note:** ACS/Conaid is familiar with City of Peoria templates and will format communications to those templates. In addition, we produce all copies, including four-color, in-house, which saves the city money and time.



Anticipated City Involvement for Successful Completion of the Required Scope of Work

ACS/Conaid will require the City of Peoria's input from time to time in order to successfully meet its needs in communicating the construction progress of the projects. Specifically, we will need to discuss:

- customer mailing list – ACS will present its recommendations to the City of Peoria, then create a mailing list for use in disseminating newsletters and bulletins.
- construction schedules – ACS will require timely construction schedules from the City of Peoria contractor. This information will be used to develop newsletters and bulletins for residents and businesses and to respond to citizen calls.
- obtain newsletter and special notice approvals from the City of Peoria prior to production and dissemination.

References from Similar Projects

Pete Johnson, P.E.

City of Phoenix
Street Transportation
(602) 262-6781

Herb Miller, P.E.

Maricopa County Department of Transportation
(602) 506-8668

Shiva Shivaswamy, P.E.

Flood Control District of Maricopa County
(602) 506-1501

David Moody, P.E.

City of Peoria Engineering
Public Works/Engineering Administration
(623) 773-7212

Roberta Crowe

Maricopa County Department of Transportation
Public Information Officer
(602) 506-8003

Jim Kaylor

Project Management Consultant
City of Peoria
(623) 221-4204



Fee Schedule

Public Participation Coordinator	\$60 per hour
Associate Coordinator	\$50 per hour
Provide telephone line, staff 24-hotline and submit monthly call logs	\$20 per calendar day
Write, edit, set -up and illustrate two-sided flier or door hanger. A copy will be provided for posting on the Peoria website at no additional cost	\$250 per issue
Copy, fold, label and disseminate via first-class mail two-sided flier (black copy). Postage increases will be billed at cost	\$0.89 per copy
Copy two-sided door hanger and provide hanging bags	\$0.50 per door hanger
Cost to purchase project signs, meeting facility fees, graphic art or map renderings, public meeting refreshments, etc. will be billed at invoice plus 15 percent handling.	





CONTRACT AMENDMENT

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P08-0026** Page 1 of 1
Description: PISP
Amendment No: One (1) Date: 01/29/08

Buyer: Jennifer Miller

The Contract includes revised price sheet, page 2 per the attachment

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

TERRI SMITH 2/14/08 TERRI SMITH, PRES ACS/Conaid, INC.
Signature Date Typed Name and Title Company Name

1440 E. Missouri, Suite C175 Phoenix AZ 85014
Address City State Zip Code

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

William L. Emerson 2/5/08
Requested by:
Jennifer Miller
Jennifer Miller



City Seal

CC Number
LCON / ACON #01108A
Contract Number:
Official File

William L. Emerson, Assistant City Attorney
Approved as to Form by *Stephen M. Kemp*, City Attorney
The above referenced Contract Amendment is hereby Executed
_____, 2005, at Peoria, Arizona.
Herman F. Koebergen
Herman F. Koebergen, Materials Manager

A CON 01108A



PRICE SHEET

Solicitation Number: P08-0026

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

8.	<u>Website</u> Per Scope of Work, Section II, H Create website and keep updated or Update "Building Peoria" website determined _____	1 HR	\$78.00
9.	<u>Project Signs</u> Per Scope of Work, Section II, I and Sign Specification (Attachment A)	1 EA	\$ <u>810.00</u>
10.	<u>Spanish Translation of Written Material</u> Rate for transferring written material to Spanish language	1 HR	\$ <u>52.00</u>

Note:

All color printing priced with no ink bleeds.

Item 6 First class mail and hand delivery prices based on providing one color (black) newsletters.

Item 7 Prepare & print door hanger price based on one-color (black) and providing a quantity of 2000.

Prepare and print color post cards based on providing a quantity of 2000.

First class mail-post cards pricing based on mailing 4"x6" cards.

Furnish to City/Contractor, door-to-door distribution and first class mail pricing does not include cost of preparing and printing materials.

Item 9 Project signs-logos for any agency other than City of Peoria to be furnished by others.

Jennifer Miller

From: CONAID@aol.com
Sent: Tuesday, January 22, 2008 8:59 AM
To: Jennifer Miller
Subject: PISP Price Sheet

For solicitation number P08-0026, item 8, website our price is \$78.00 per hour.

Thanks for your help,
Terri Smith
ACS/Conaid, Inc.
(602) 264-4611

Start the year off right. Easy ways to stay in shape in the new year.



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P08-0026**

Page 1 of 3

Description: Public Information Services

Date: 12/3/2008

Amendment No: **Two (2)**

Buyer: Lisa Houg, CPPB

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 2/1/2009 to 1/31/2010.**
- B. The Price Sheet is revised and replaced (see attached). The Project Signs increase is effective January 1, 2009.
- C. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement

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

Terri L. Smith

1/13/09

Terri L. Smith, President

ACS/Conaid, Inc.

Signature

Date

Typed Name and Title

Company Name

1440 E. Missouri, Suite C175

Phoenix

AZ

85014

Address

City

State

Zip Code

Attested by:

Mary Jo Kief

Mary Jo Kief, City Clerk

Dan Nissen
Requested by: Dan Nissen, Assistant City Engineer

Lisa Houg
Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper
Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
2/2/09 at Peoria, Arizona.

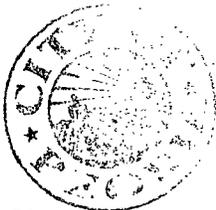
Herman F. Koebergen
Herman F. Koebergen, Materials Manager

CC Number

ACON01108B

Contract Number:

Official File



City Seal



CONTRACT AMENDMENT

Solicitation No: **P08-0026** Page 2 of 3
Description: Public Information Services
Amendment No: One (1) Date: 12/3/2008

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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

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

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

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

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



PRICE SHEET – CO#1

Solicitation Number: P08-0026

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

<u>SERVICE</u>	<u>Quantity</u>	<u>Unit Price</u>
1. <u>Information Letter/Newsletter</u>		
• Write, edit, set up and illustrate a 1 page 8 ½ X 11 two-sided letter	1 EA	\$ <u>250.00</u>
• Reproduce and Mail (1 color)	1 EA	\$ <u>0.91</u>
• Reproduce and Mail (2-4 colors)	1 EA	\$ <u>1.15</u>
• Reproduce only (1 color)	1 EA	\$ <u>0.20</u>
• Reproduce only (2-4 colors)	1 EA	\$ <u>0.64</u>
• Hand Delivery (not done in-house)	2000 min.	\$ <u>Invoice + 15%</u>
2. <u>Door Hangers/Post Cards</u>		
• Write, edit, set up and illustrate Door Hanger or Post Card (4x6 or 5.5x8.5)	1 EA	\$ <u>250.00</u>
• Postage and Processing only	1 EA	\$ <u>0.58</u>
• Printing (not done in-house)	TBD	\$ <u>Invoice + 15%</u>
• Hand Delivery (not done in-house)	2000 min.	\$ <u>Invoice + 15%</u>
3. <u>Administrative Time*</u>		
• PISP Staff (Meetings, Delivery, etc.)	1 HR	\$ <u>60.00</u>
• Third Party Facilitator (Meetings)	TBD	\$ <u>Invoice + 15%</u>
• WebMaster (create website or update Peoria website)	1 HR	\$ <u>78.00</u>
• Spanish Translation Rate (transfer written material to Spanish language)	1 HR	\$ <u>52.00</u>
<i>*Hours will be billed for actual hours worked.</i>		
4. <u>24 Hour Hotline</u>	1 DAY	\$ <u>20.00</u>
5. <u>Project Signs</u>		
Sign Specification (Attachment A)* Includes installation and removal	1 EA	\$ <u>1,356.00</u>
<i>*Project signs/logos for any agency other than Peoria will be furnished by others.</i>		

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PJ
ACSC02N

DATE (MM/DD/YYYY)
10/21/08

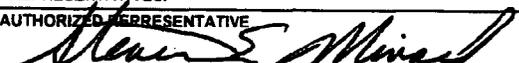
PRODUCER Minard-Ames Insurance Svcs LLC 4646 E. Van Buren St., #200 Phoenix AZ 85008 Phone: 602-273-1625	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED ACS/Conaid Inc. 1440 E Missouri #C175 Phoenix AZ 85014	INSURER A: Owners Insurance Company	32700
	INSURER B: Auto-Owners Insurance	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	45074974-08	11/01/08	11/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	45074974-08	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	96-074-974-01	11/01/08	11/01/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *Except for ten (10) days notice of cancellation for non payment of premium.
 Public Information Services Provider; City of Peoria is named as an Additional Insured as with respects to the General Liability per form 55372(01/07) included in the policy, per written contract.

CERTIFICATE HOLDER CITP008 City of Peoria Attn: Lisa Amator 8401 W Monroe Street Peoria AZ 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CONTRACT AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Lisa Houg, CPPB

Solicitation No.: P08-0026
Description: Public Information Services
Amendment No.: Three (3) Date: 06/03/2009

The above referenced contract is hereby amended as follows:

I. **Special Provisions** are added to comply with the Requirements for Contracts Utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) – WIFA Funding.

A. Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606):

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

Terri L. Smith

6/11/09

Terri L. Smith, President

ACS/Conaid, Inc.

Signature

Date

Typed Name and Title

Company Name

1440 E. Missouri, Suite C175

Phoenix

AZ

85014

Address

City

State

Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

CC Number

ACON01108C

Contract Number:



Official File

City Seal

(Rev 02/01/08)

Dan Nissen 6/5/09

Requested by: Dan Nissen, P.E., Assistant City Engineer

Lisa Houg

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp

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

The above referenced Contract Amendment is hereby Executed

June 23

2009, at Peoria, Arizona.

Herman F. Koebergen

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
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Phone: (623) 773-7115
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Amendment No.: Three (3) Date: 06/03/2009

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

B. Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the



CONTRACT AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
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Phone: (623) 773-7115
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Solicitation No.: P08-0026
Description: Public Information Services
Amendment No.: Three (3) Date: 06/03/2009

Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

C. Whistleblower Protections Under The ARRA:

- (a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).
- (b) The Contractor shall require that this provision be included in all subcontracts.

D. Reporting Requirements under the ARRA:

- (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:
 - (1) The City of Peoria contract and order number, as applicable.
 - (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
 - (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
 - (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



CONTRACT AMENDMENT

Materials Management

Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

Solicitation No.: P08-0026
Description: Public Information Services
Amendment No.: Three (3) Date: 06/03/2009

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

E. Central Contractor Registration Required:

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment



CONTRACT AMENDMENT

Solicitation No.: P08-0026
Description: Public Information Services
Amendment No.: Three (3) **Date:** 06/03/2009

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Lisa Houg, CPPB

of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Solicitation No **P08-0026** Page 1 of 1
Description Public Information Services
Amendment No ~~Three~~ (~~3~~) 10/07/09

Buyer Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/10. **CONTRACT EXTENSION TWO (2)**

The New Contract Term is:

Contract Term: 02/01/10 to 01/31/11

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

Ceri L. Smith 10/22/09 TERRI L. SMITH PRESIDENT ACS/Conaid, Inc
Signature Date Typed Name and Title Company Name

1440 E Missouri, Suite C175 Phoenix AZ 85014
Address City State Zip Code

Attested by
Mary Jo Kief
Mary Jo Kief, City Clerk

[Signature] 10/8/09
Requested by

Lisa Houg
Recommended by

Ellen Van Riper, Assistant City Attorney

[Signature]
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Nov 3, 2009, at Peoria, Arizona

[Signature]
Herman F Koebergen, Materials Manager



CC Number

ACON01108D

Contract Number

Official File

City Seal



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: **P08-0026** Page 1 of 1
Description: Public Information Services
Amendment No: Five (5) 02/01/11

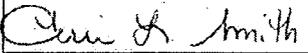
Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/31/11. **CONTRACT EXTENSION THREE**

The New Contract Term is:

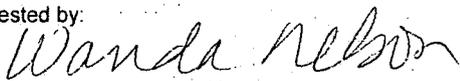
Contract Term: 02/01/11 to 01/31/12

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

	<u>2/1/11</u>	<u>Terri L. Smith, President</u>	<u>ACS/Conaid, Inc.</u>
Signature	Date	Typed Name and Title	Company Name

<u>7227 N. 16th Street, Suite 101</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85020</u>
Address	City	State	Zip Code

Attested by:



Wanda Nelson, City Clerk

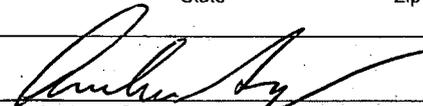


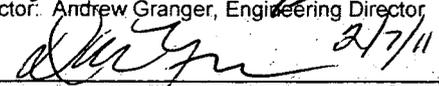
City Seal

(Rev 02/01/08)

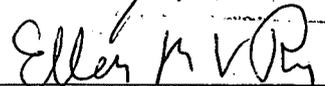
CC Number
ACON01108E
Contract Number:

Official File


Director: Andrew Granger, Engineering Director

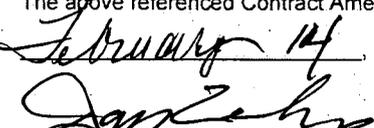

Project Manager: Dan Nissen, Assistant City Engineer

Ellen Van Riper, Assistant City Attorney


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

The above referenced Contract Amendment is hereby Executed

February 14, 2011, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

A CON 01108E



CONTRACT AMENDMENT

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

Solicitation No: **P08-0026** Page 1 of 1
Description: Public Information Services
Amendment No: Six (6) 11/02/11

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/31/12. **LAST YEAR OF CONTRACT**
Contract Extension Four

The New Contract Term is:

Contract Term: 02/01/12 to 01/31/13

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

<u>Ceri L. Smith</u> Signature	<u>11/14/2011</u> Date	<u>Terri L. Smith, President</u> Typed Name and Title	<u>ACS/Conaid, Inc.</u> Company Name
<u>7227 N. 16th Street, Suite 101</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85020</u> Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

[Signature]
Director: Andrew Granger, Engineering Director

[Signature]
Project Manager: Dan Nissen, Assistant City Engineer

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

The above referenced Contract Amendment is hereby Executed
November 22, 2011, at Peoria, Arizona.

[Signature]
Dan Zenko, Materials Management Supervisor



City Seal

CC Number

ACON01108F

Contract Number:

Official File

A CON 01108F



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: **P08-0026** Page 1 of 1
Description: Public Information Services
Amendment No: Seven (7) 12/18/12

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/13. The contract is being extended on a month-to-month basis not to exceed 6 months or 07/31/2013.

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

<u>Terri L. Smith</u> Signature	<u>12/18/12</u> Date	<u>Terri L. Smith, President</u> Typed Name and Title	<u>ACS/Conaid, Inc.</u> Company Name
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<u>7227 N. 16th Street, Suite 101</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85020</u> Zip Code
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Attested by:
Linda Blas
for City Clerk

Andrew Granger
Director, Andrew Granger, Engineering Director

Dan Nissen
Project Manager: Dan Nissen, Assistant City Engineer

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



City Seal

CC Number

ACON01108G
Contract Number:

Official File

The above referenced Contract Amendment is hereby Executed
January 8, 2013, at Peoria, Arizona.
Dan Zenko
Dan Zenko, Materials Management Supervisor

(Rev 02/01/08)