

Contracts

Christ's Church of the Valley
Facility Rental Agreement

Event Information

Outside Group's Name: **Peoria City Clerks Office** _____

Contact Person: **Wanda Nelson** _____ Phone: **623-773-7340** _____

Event Description: **Peoria City Clerks Office Public Meeting** _____

Facilities Requested: **Building 600** _____

Date(s) of Event: **5/11/2011** _____ Start Time: **6PM** _____ End Time: **8PM** _____

Do you need access to the facility prior to the event? Yes No When? **5PM-9PM** _____

CCV equipment requested to support the event: **Media support- 2 handheld mics and 1 PowerPoint presentation (\$150.00), Room Rental (\$50hr=4 hrs=\$200.00), Signs in parking lot to direct traffic, CCV is NOT able to record the meeting, NO food/beverages requests, NO tablecloths requests, NO security requests. Price total= \$350.00.** _____

Special instructions regarding event: _____

Rules and Regulations

1. No smoking and no alcoholic beverages allowed on campus.
2. CCV administrators and caretakers are to have access to all facilities at any and all times.
3. All properties are to be accounted for and left in as good condition as received. Extra property is to be removed from the premises no later than the day of the event.
4. No lighting, wiring, or scenery is to be changed.
5. Any programs such as speakers, plays, or amusements to be performed must be submitted for approval before the rental agreement is signed.
6. Any advertising for promotion of this program, such as newspaper releases, posters, tickets, and hand bills, must indicate the sponsoring agent.

A CON 19411

Agreement for Use of Facilities

This agreement by and between Christ's Church of the Valley, 7007 West Happy Valley Road, Peoria, Arizona, 85383 ("Owner"), and **Wanda Nelson/Peoria City Clerks Office** 8401 W Monroe Street #150, Peoria AZ 85345 ("User"),
User's name *User's complete address*

will take effect on the 11 *Day* day of May *Month* 2011 *Year*, and will continue for a period of 4 hours *Time period*.

WHEREAS, Owner owns facilities located at 7007 West Happy Valley Road, Peoria, Arizona, 85383 which is normally used for church-related activities, and WHEREAS, User desires to use the **Building 600** _____ *Facilities area* area of the facilities for the purpose of **Peoria City Clerks Office Public Meeting; discuss redistricting process/redraw boundaries for elections based on 2010 census** _____ *Purpose of use*, and

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above described premises for the above described purpose on 5/11/2011 _____ *Describe times and days of usage* . **Emily Grant** _____ *Name of Owner's contact person* is the contact person for Owner and **Wanda Nelson** _____ *Name of User's contact person* is the contact person for User to coordinate the details of usage.
2. User agrees to pay Owner \$ **350.00** _____ *Amount* for the use of the premises **prior to the signing of this agreement.**
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.
6. "Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
11. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

Dated this 21 day of 4, 2011.
Day Month Year

Owner

[Redacted Signature]

 Signer's name (name)

User: City of Peoria

[Handwritten Signature]

 Signer's name (name)

Outside Group Event Coordinator
 Position with Owner (title)

Herman Koebergen, Materials Manager
 Position with User (title)

Approved as to Form:

Ellen Van Riper, Assistant City Attorney

[Handwritten Signature]

 Stephen M. Kemp, City Attorney

Attested By:

[Handwritten Signature]
 Rhonda Geriminsky, Chief Deputy City Clerk



A CON 19411

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PEORIA UNIFIED SCHOOL DISTRICT #11
6330 West Thunderbird Road
Glendale, Arizona 85306
(623) 486-6000

School Desert Harbor Elem. School
1/12/2011

Today's date _____

CONTRACT FOR RENTAL OF SCHOOL FACILITIES

Name of club/organization City of Peoria Phone 623-773-7340
Person in charge Wanda Nelson Title City Clerk
Address 8401 W. Monroe Street City Peoria Zip 85345
Type of activity/event Redistricting Public Meeting/Open House Admission fees 0.00
Dates needed 2/9/11

Time in 4:30 PM Time out 6:00 PM Approximate number of participants Unknown

Facilities Requested

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Lecture Hall | <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Stadium with lights |
| <input type="checkbox"/> Auditorium - rehearsal | <input type="checkbox"/> Multi-purpose room | <input type="checkbox"/> Baseball field with lights | <input type="checkbox"/> Stadium without lights |
| <input type="checkbox"/> Board room | <input type="checkbox"/> Dressing rooms | <input type="checkbox"/> Baseball field without lights | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Cafeteria with kitchen | <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Outside Basketball courts | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Cafeteria without kitchen | <input type="checkbox"/> Home economics room | <input type="checkbox"/> Practice field | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Library | <input type="checkbox"/> Softball field | |

Equipment Requested

- | | | | |
|---|--|--|-----------------|
| <input checked="" type="checkbox"/> Chairs | <input type="checkbox"/> Podium | Pianos | Other Equipment |
| <input type="checkbox"/> Follow Spot Lighting | <input type="checkbox"/> Projector /Screen | <input type="checkbox"/> Concert Grand | _____ |
| <input type="checkbox"/> Microphones | <input checked="" type="checkbox"/> Tables | <input type="checkbox"/> Grand | _____ |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Risers | <input type="checkbox"/> Studio | |

Employees Needed

	<u>Quantity</u>	<u>Hours Needed</u>
Custodian	_____	_____
Cafeteria employee	_____	_____
Other	_____	_____

Other special needs/ instructions _____

All applicants must become familiar with and agree to abide by the printed rules and regulations of the Peoria Unified School District concerning the public use of school facilities. The charges are based on the schedule, which is a part of the Manual of Policy of the Governing Board. Payment may be required in advance. In any case, payment must be made within five days after invoice.

Wanda Nelson City Clerk
Applicant Signature

Principal Signature

Certificate of Insurance Expiration Date

Certificate of Insurance Expiration Date 7-1-2011

FOR OFFICE USE ONLY		TOTAL AMOUNT DUE
Rental Fee _____	Equipment Charges _____	
Utility Fee (A/C) _____	Personnel Charges _____	

WHITE - DISTRICT OFFICE

PINK - PRINCIPAL'S OFFICE

YELLOW - CUSTOMER



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0053 Page 1 of 2
Description: Publicity Pamphlets
Amendment No: Four (4), Ext No. 3 Date: 3/7/2011

Buyer: Christine Finney *x1531*

A. In accordance with Contract Special Terms and Conditions, Page 8, Paragraph 7, Term of Contract, and Paragraph 8, Contract Extension, the above referenced contract shall expire on 04/07/11 and is hereby extended. **The New Contract Term is 04/08/11 to 04/07/12.**
CONTRACT EXTENSION NUMBER THREE (3).

B. In addition, the Contract Scope of Work, Page 15, Section II, is hereby REPLACED with the REVISED Scope of Work, Section II as outlined on Page 2 of 2 of this Amendment form.

See attached.

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

	<u>3, 25, 11</u> Date	<u>William E. Doyle</u> Typed Name and Title	<u>Elections Operations Services</u> Company Name
<u>18986 N. 74th Dr.</u> Address	<u>Glendale</u> City	<u>AZ</u> State	<u>85308</u> Zip Code

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

Susan Thorpe
Susan Thorpe, Deputy City Manager

Rhonda Gerjminsky
Recommended by: Rhonda Gerjminsky
Ellen Van Riper, Assistant City Attorney

Ellen Van Riper
Approved as to Form, Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
March 31, 2011, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager
per



City Seal
(Rev 02/01/08)

CC Number

ACON 21708D
Contract Number:

Official File



CONTRACT AMENDMENT

Solicitation No: P08-0053
Description: Publicity Pamphlets
Amendment No: Four (4), Ext No. 3

Page 2 of 2
Date: 3/7/2011

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

Buyer: Christine Finney

II. SCOPE OF WORK (*REVISED 3/7/2011*)

The vendor shall provide for the translation (Spanish), design and layout, and printing of the pamphlets. The vendor shall mail the pamphlets to each household containing a registered City of Peoria voter. Pursuant to Arizona Revised Statutes 19-123, the mailings may be made over a period of days but shall be mailed in order to be delivered to households before the earliest date for receipt by registered voters of any requested early ballots for the general election.

Specifically, the vendor shall perform the following duties:

- A. Translation of all written election materials into the Spanish Language. The City may request the vendor provide oral translations, if needed, which will be billed to the City at an hourly rate.
- B. Design and layout of Publicity Pamphlet including typesetting.
- C. Consultation with City Staff regarding layout of pamphlet.
- D. Printing services ****Final version must be provided to Clerk's Office in TEXT AND PDF formats****
 - In the past, the pamphlets have been printed on 50 lb. offset paper or newsprint. This depends upon the overall page count and the overall impact on the weight of the piece with respect to postage costs. Consultation with the vendor will be necessary to make decisions regarding paper selection.
- E. Mail pamphlets utilizing the City's non-profit authorization. The vendor shall maintain, or provide for the usage of, a permit to the Phoenix Post Office located at 4949 E. Van Buren St. Phoenix, AZ 85026-9998. The vendor shall use this location unless otherwise notified. The City of Peoria will, either directly or through Maricopa County, provide a list of registered voters in either Access/Excel/or CSV to the vendor.
- F. Compliance with Arizona Revised Statutes 19-123 and the Voting Rights Act of 1965
- G. All billings must be itemized.

Vendor will receive all documents/information directly from the City of Peoria, including but not limited to: Voter Registration List (Access/Excel/CSV), sample ballots (PDF), maps (PDF), arguments, message from Clerk, voting information, full text of measures, and official ballot language.

All other provisions of the contract shall remain in their entirety.

Nothing Further.

A CON 21708D

ORIGINAL



CONTRACT AMENDMENT

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

Solicitation No: P08-0053 Page 1 of 1
Description: Publicity Pamphlets
Amendment No: three (3) Date: 8/26/2010

Buyer: Christine Finney, Buyer II

The above referenced contract is hereby amended as follows:

Page 15 of 22, Section II, Scope of Work, Item A, is hereby amended to include the translation of all election materials. Prices are as follows:

Written translation:

\$55.00 per page, maximum 550 words, 8.5 x 11 inch page maximum.
\$110.00 per page, maximum 110 words, 8.2 x 11 inch page maximum.
\$25.00 minimum charge.

Oral Translation:

\$ 100 per hour.

Nothing further.

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

	9/3/2010	William E. Doyle	Elections Operations Services
	Date	Typed Name and Title	Company Name
18986 N. 74 th Dr.	Glendale	AZ	85308
Address	City	State	Zip Code

Attested by: *Linda Blas*
Rhonda Simmons
City Clerk

Rhonda Simmons
Requested by: Rhonda Simmons, Chief Deputy City Clerk
Christine Finney 8/26/10
Recommended by: Christine Finney, Buyer II

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
9-13-2010, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

CC Number
ACON21708C
Contract Number:
Official File



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0053

Page 1 of 1

Description: Publicity Pamphlets

Amendment No: Two (2)

Date: 1/22/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 04/07/10.

THE NEW CONTRACT TERM IS:

Contract Term: 04/08/10 TO 04/07/11

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



2,3,2010
Date

William E. Doyle
Typed Name and Title

Elections Operations Services
Company Name

18986 N. 74th Dr.

Address

Glendale

City

AZ

State

85308

Zip Code

Attested by:

Rhonda Simmons

For Mary Jo Waddell, City Clerk

Mary Jo Waddell

Requested by:

Christine Finney

Recommended by:

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper

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

The above referenced Contract Amendment is hereby Executed

[Signature], 2010, at Peoria, Arizona.

[Signature]

Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/01/08)

CC Number

ACON 21708B

Contract Number:

Official File

A CON 21708B



CONTRACT AMENDMENT

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

Solicitation No P08-0053
Description Publicity Pamphlets
Amendment No Ext 1

Page 1 of 2
Date 01/09/09

Buyer Christine Finney

A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 04/08/09 to 04/07/10.**

B 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 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)

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



2,409
Date

William E Doyle
Typed Name and Title

Elections Operations Services
Company Name

18986 N 74th Dr
Address

Glendale
City

AZ
State

85308
Zip Code

Attested by

Rhonda Simmons

Mary Jo Kief, City Clerk



City Seal

CC Number

ACON21708A
Contract Number

Official File

Mary Jo Kief

Requested by

Christine Finney

Recommended by

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

01/13/09

at Peoria, Arizona

Herman F Koebergen

Herman F Koebergen, Materials Manager

A CON 21708A



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W Cinnabar Ave

Peoria, AZ 85345

Telephone (623) 773-7115

Fax (623) 773-7118

Solicitation No P08-0053
Description Publicity Pamphlets
Amendment No Ext 1

Page 2 of 2
Date 01/09/09

Buyer Christine Finney

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.



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P08-0053** Proposal Due Date: **February 26, 2008**
 Materials and/or Services: **Publicity Pamphlets** Proposal Time: **5:00 P.M. MST**
 Contact: **Christine Finney**
 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: WILLIAM E. DOYLE Telephone: 623-561-8346 Fax: 623-561-8402

ELECTIONS OPERATIONS SERVICES
Company Name

18986 N 74TH DRIVE
Address

WILLIAM E. DOYLE
Printed Name

GLENDALE AZ 85308
City State Zip Code

OWNER
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: 4/8/08

Approved as to form: Ellen Van Riper, Assistant City Attorney

CC: Stephen M. Kemp, City Attorney

Contract Number: CON 21708 Contract Awarded Date: 4/7/08

Official File: _____ Herman F. Koebergen, Materials Manager





SOLICITATION AMENDMENT

Solicitation No: P08-0053
 Description: Publicity Pamphlets
 Amendment No: Two (2)
 Solicitation Due Date: March 4, 2008
 Solicitation Due Time: 5:00 pm AZ time

Materials Management Procurement

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

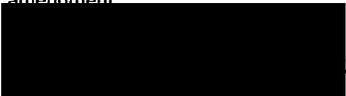
Buyer: Christine Finney, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation due date is extended to March 4, 2008 at 5:00 PM Arizona Time.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment

 3,3,2008
 Date

William E. Doyle (owner)
 Typed Name and Title

Elections Operations Services
 Company Name

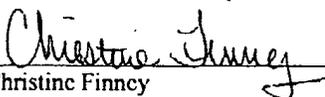
18986 N 74th Drive
 Address

Glendale Arizona 85308
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

February 26, 2008

at Peoria, Arizona


 Christine Finney
 Buyer



SOLICITATION AMENDMENT

Solicitation No: P08-0053
 Description: Publicity Pamphlets
 Amendment No: One (1)
 Solicitation Due Date: February 26, 2008
 Solicitation Due Time: 5:00 pm

Materials Management Procurement

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

Buyer: Christine Finney, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation is hereby amended as follows:

Additional information is being provided about the following sample projects for clarification:

Sample Projects 1 and 2 – 20 and 40 page publicity pamphlets are approximately 8 ½ x 11 self cover.

Sample Project 3 – 80 page publicity pamphlet is approximately 8 ½ x 11 self cover, printed on 30# news print.

Sample Project 4 – Voter ID notice is not inserted into an envelope; it folds into itself for mailing.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

[Redacted] 332008
Date

WILLIAM E. DOYLE (OWNER)
Typed Name and Title

ELECTIONS OPERATIONS SERVICES
Company Name

18986 N 74TH DRIVE
Address

GLENDALE AZ 85308
City State Zip

The above referenced Solicitation Amendment is hereby Executed

February 19, 2008

at Peoria, Arizona

Christine Finney
Christine Finney
Buyer



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated 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

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



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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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. 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.



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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

Solicitation Number: P08-0053

**Materials Management
Procurement**
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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 the **Printing of Publicity Pamphlets**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **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.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **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.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **Proposal Content:** Specific proposal content requirements are listed on Page 17, Paragraph II.
11. **Submittal Requirements:** Proposal Submittal Requirements are outlined on Pages 17 – 18.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



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13. **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.
- Project Understanding & Approach
 - Firm's & Staff's Experience;
 - Cost/Fee Proposal;
 - References from Similar Projects;
 - Conformance to the Request for Proposals.
- The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
14. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
16. **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.
17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
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.



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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 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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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 deliver 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. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

34. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department. Format for the usage report will be issued to the successful bidder(s).

35. **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.



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

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

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

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

37. **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

Solicitation Number: P08-0053

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I. INTRODUCTION

Each election year, the City of Peoria distributes Informational/Publicity Pamphlets containing important official voting, election and ballot information to each household containing a registered City of Peoria voter. The City intends to establish a contract with a vendor to provide for the printing and mailing of these important official voting materials.

II. SCOPE OF WORK

The successful vendor shall provide for the translation (Spanish), design and layout, printing and mailing of the pamphlets by non-profit mail to each household containing a registered City of Peoria voter not less than 33 days before the election. Pursuant to Arizona Revised Statutes 19-123, the mailings may be made over a period of days but shall be mailed in order to be delivered to households before the earliest date for receipt by registered voters of any requested early ballots for the general election.

Specifically, the successful vendor shall perform the following duties:

- A. Translation of all printed material into Spanish Language.
- B. Design and layout of Publicity Pamphlet including typesetting.
- C. Consultation with City Staff regarding layout of pamphlet.
- D. Printing services ****Final version must be provided to Clerk's Office in TEXT AND PDF formats****
 - In the past, the pamphlets have been printed on 50 lb. offset paper or newsprint. This depends upon the overall page count and the overall impact on the weight of the piece with respect to postage costs. Consultation with the vendor will be necessary to make decisions regarding paper selection.
- E. Mail pamphlets utilizing the City's non-profit U.S. postage permit (the City of Peoria will provide a list of registered voters in either Access/Excel/or CSV to the vendor).
- F. Compliance with Arizona Revised Statutes 19-123 and the Voting Rights Act of 1965
- G. All billings must be itemized.

Vendor will receive all documents/information directly from the City of Peoria, including but not limited to: Voter Registration List (Access/Excel/CSV), sample ballots (PDF), maps (PDF), arguments, message from Clerk, voting information, full text of measures, and official ballot language.



SCOPE OF WORK

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The following represents the City's previous year's usage data:

<u>Year</u>	<u># of Pamphlets Mailed</u>	<u>Size of Piece (# of Pages)</u>
2004	35,000	80
5/17/05	39,500	60
9/13/05	41,000	20
11/8/05	41,000	20
9/5/06	43,000	16
9/5/06	66,000 (voter notice letter)	1 page (legal size), printed on yellow 50 lb. offset printed on 2-sides in black ink

The 2007 number is current from Maricopa County Records Office webpage. 2008 is estimated with an 8% increase due to the presidential election year. 2009 is estimated with a 2% increase. Reminder: Publicity Pamphlets will be mailed to each household with a registered voter (one per household).

<u>Year</u>	<u># of Voters</u>
2007	67,603
2008	73,011
2009	74,471



SUBMITTAL REQUIREMENTS

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Materials Management Procurement

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- I. PROPOSAL FORMAT:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. **DO NOT BIND THE ORIGINAL COPY.**
- II. PROPOSAL CONTENT:** The following items shall be addressed in the proposal submission: Failure to provide the requested information below may result in proposal rejection.
- A. Project Understanding & Approach
- Understanding of the Scope of Work
 - Plan and Method of Approach to accomplish the Scope of Work
 - Service Level Commitment
 - Provide details on the formats vendor will accept as well as procedure for transmitting information.
 - Indicate whether any processes (i.e. design or printing) are outsourced.
 - Provide path of preparation and timeline/deadlines proofing process and for final delivery
 - Anticipated City Involvement
- B. Experience:
- Firm's & Staff's Experience
 - Location of office performing the services
- C. Cost/Fee Proposal:
- Provide a fee schedule for the tasks & services specified in the scope of work (be specific).
 - Vendor shall include, in their cost proposal a detailed pricing matrix for printing services including the applicable up-charge for paper.
 - Vendor shall complete the Price Sheet on Page 19.
- D. References from Similar Projects:
- Provide names of former clients on form provided (page 20).
- E. Exceptions:
- Any exceptions to any part of the RFP must be clearly noted and identified on form provided (see page 22).
- III. 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. Project Understanding & Approach
 - b. Firm's & Staff's Experience;
 - c. Cost/Fee Proposal;
 - d. References from Similar Projects;
 - e. Conformance to the Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's



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proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M., Arizona Time, on February 26, 2008.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
RFP# P08-0053, Publicity Pamphlets
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package. No faxed or electronic proposals will be considered.

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

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

Solicitation Number: **P08-0053**

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For the purposes of price comparison & evaluation, vendors shall provide prices to furnish & deliver the following four (4) **sample projects**. Please provide pricing below. All pricing shall be for work in accordance with the Scope of Work and include design, layout, consultation, translation into Spanish, printing, labeling and mailing (using the City's non-profit U.S. Postage permit).

Sample Project 1: 20-page publicity pamphlets, printed on 50# offset, saddle stitched, labeled & mailed.

Sample Project 2: 60-page publicity pamphlets, printed on 50# offset, saddled stitched, labeled & mailed.

Sample Project 3: 80-page publicity pamphlets, printed on newsprint, saddled stitched, labeled & mailed.

Sample Project 4: 1-page Voter ID Notice, legal size, printed on 2-sides, black ink, yellow 50# offset, folded, inserted & mailed.

Description	Quantity	Unit	Unit Price	Extended Price
Sample Project 1	40,000	Each	\$.30	\$ 11,943.00
	50,000	Each	\$.27	\$ 13,707.00
	60,000	Each	\$.26	\$ 15,472.00
Sample Project 2	40,000	Each	\$.60	\$ 24,181.00
	50,000	Each	\$.56	\$ 28,025.00
	60,000	Each	\$.53	\$ 31,869.00
Sample Project 3	40,000	Each	\$.54	\$ 21,617.00
	50,000	Each	\$.49	\$ 24,440.00
	60,000	Each	\$.45	\$ 27,263.00
Sample Project 4	66,000	Each	\$.08	\$ 5,528.00

PROPOSAL

A. Project Understanding & Approach

- EOS's understanding of the Scope of Work is quite complete.
- The plan and method of approach is to work closely with the City Clerk to insure that deadlines are met and the product is mailed in a timely fashion.
 - EOS will provide all the resources necessary to complete the project on time.
 - EOS will accept Word, WordPerfect and .pdf files (when necessary) files to be transmitted via e-mail.
 - Translating, Printing and Mailing will be outsourced.
 - English version of pamphlet, ballot (Eng and Span from county) and arguments to EOS 85 days prior to election day. Eng and Span version of pamphlet to City Clerk for review and revisions if any, 65 days prior to election. Final version of pamphlet approved by City Clerk to printer 55days prior to election. Printed pamphlet to mailing house 45 days prior to election. 1st mailing of pamphlets 40 days prior to election. 2nd mailing of pamphlets 19 days prior to election.
- City Clerk to provide above, proof same and approve final version of pamphlet for printing.

B. Experience

- 38 years experience. 1970-1985 worked for Maricopa County Elections Department, last position while there was Acting Director. 1985-Present, owner of EOS, we currently provide Translation, Typesetting, Layout, Printing and Mailing Services to over 100 election jurisdictions in Arizona.
- Home office located at: 18986 N 74th Drive, Glendale, AZ 85308.

C. Cost/Fee Proposal

- 1 invoice will be sent for payment after last mailing of pamphlets.
- Pricing:

Consulting:

Project 1 \$1,500 Project 2 \$1,500 Project 3 \$1,500 Project 4 \$25

Pamphlet Design, Layout and Typesetting for:

Project 1 (40,000) \$1,200	Project 1 (50,000) \$1,200	Project 1 (60,000) \$1,200
Project 2 (40,000) \$2,000	Project 2 (50,000) \$2,000	Project 2 (60,000) \$2,000
Project 3 (40,000) \$3,000	Project 3 (50,000) \$3,000	Project 3 (60,000) \$3,000
Project 4 (66,000) \$100		

Translations:

Project 1 (40,000) \$1,000	Project 1 (50,000) \$1,000	Project 1 (60,000) \$1,000
Project 2 (40,000) \$3,000	Project 2 (50,000) \$3,000	Project 2 (60,000) \$3,000
Project 3 (40,000) \$4,000	Project 3 (50,000) \$4,000	Project 3 (60,000) \$4,000
Project 4 (66,000) \$25		

Printing:

Project 1 (40,000) \$7,011	Project 1 (50,000) \$8,467	Project 1 (60,000) \$9,924
Project 2 (40,000) \$16,449	Project 2 (50,000) \$19,985	Project 2 (60,000) \$23,521
Project 3 (40,000) \$11,885	Project 3 (50,000) \$14,400	Project 3 (60,000) \$16,915
Project 4 (66,000) \$3,147		

Mailing label, sort and deliver to post office

Project 1 (40,000) \$1,232	Project 1 (50,000) \$1,540	Project 1 (60,000) \$1,848
Project 2 (40,000) \$1,232	Project 2 (50,000) \$1,540	Project 2 (60,000) \$1,848
Project 3 (40,000) \$1,232	Project 3 (50,000) \$1,540	Project 3 (60,000) \$1,848
Project 4 (66,000) \$2,231		



QUESTIONNAIRE

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

1. Company: City of Scottsdale
Contact: Carolyn Jagger
Address: 3939 N Drinkwater Blvd, Scottsdale, AZ 85251

Phone: 408.312.2412

2. Company: City of Flagstaff
Contact: Margie Brown
Address: 211 W Aspen Ave, Flagstaff, AZ 86001

Phone: 928.779.7607

3. Company: City of Yuma
Contact: Brigitta Kuiper, City Clerk
Address: One City Plaza, Yuma, AZ 85364

Phone: 928.373.5035

Solicitation Number: P08-0053
Additional References

City of Surprise
Sherry Aguilar, Clerk
12425 West Bell Road Suite D-100
Surprise, AZ 85374

623.875.4214

City of Chandler
Marla Paddock, City Clerk
55 N Arizona Place
Chandler, AZ 85225

480.782.2180

Tom Schelling, Elections Director
Cochise County Elections
Old Bisbee High School, 3rd Floor
100 Clawson Ave
Bisbee, AZ 85603

520.432.8970

Town of Fountain Hills
Bev Bender, Town Clerk
P.O. Box 17958
Fountain Hills, AZ 85269

480.816.5115

Town of Oro Valley
Kathryn Cuvelier, Town Clerk
11000 North La Canada Drive
Oro Valley, AZ 85737

520.229.4700

City of Lake Havasu City
Carla Simendich, City Clerk
2330 McCulloch Blvd. North
Lake Havasu City, AZ 86403

928.453.4142

More references are available upon request. We current work with 50+ City/Towns in the Translation, Typesetting, Layout, Printing and Mailing of Publicity Pamphlets



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

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



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

NONE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DD
DOYLE-1

DATE (MM/DD/YYYY)
04/10/08

PRODUCER
Low & Johnson, Inc.
PMB 618
10645 N. Tatum Blvd, Suite 200
Phoenix AZ 85028-3053
Phone: 480-948-7838 Fax: 480-948-1707

INSURED
Election Operations Services
Attn: Bill Doyle
18986 N. 74th Drive
Glendale AZ 85308

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 #
INSURER A:	Auto-Owners Insurance	18988
INSURER B:		
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 LTR	ADD'L INSR	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	45401756	01/28/08	01/28/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						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 AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		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
 City of Peoria, its agents, representatives, officers, directors, officials and employees are named as additional insureds under general liability except excluded for products/completed operations as respects bid #P08-0053.

CERTIFICATE HOLDER	CANCELLATION
CITYTYPE2 City Of Peoria 8314 W Cinnabar Peoria AZ 85345	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.

Peoria Lighthouse Church
Facility Rental Agreement



Event Information

Outside Group's Name: **Peoria City Clerks Office** _____

Contact Person: **Wanda Nelson** _____ Phone: **623-773-7340** _____

Event Description: **Peoria City Clerks Office Public Meeting** _____

Facilities Requested: **Building B** _____

Date(s) of Event: **5/12/2011** _____ Start Time: **6PM** _____ End Time: **8PM** _____

Do you need access to the facility prior to the event? Yes No When? **5PM-9PM** _____

Peoria Lighthouse Church equipment requested to support the event: **Media support- 2 handheld mics and 1 PowerPoint presentation; Audio/Visual Recordation, (\$300.00), Signs in parking lot to direct traffic, NO food/beverages requests, NO tablecloths requests, NO security requests. Price total= \$300.00.** _____

Special instructions regarding event: _____

Rules and Regulations

1. No smoking and no alcoholic beverages allowed on campus.
2. Peoria Lighthouse Church administrators and caretakers are to have access to all facilities at any and all times.
3. All properties are to be accounted for and left in as good condition as received. Extra property is to be removed from the premises no later than the day of the event.
4. No lighting, wiring, or scenery is to be changed.
5. Any programs such as speakers, plays, or amusements to be performed must be submitted for approval before the rental agreement is signed.
6. Any advertising for promotion of this program, such as newspaper releases, posters, tickets, and hand bills, must indicate the sponsoring agent.

Agreement for Use of Facilities

This agreement by and between Peoria Lighthouse Church, 14185 N. 83rd Avenue, Peoria, Arizona, 85381 ("Owner"), and **Wanda Nelson/Peoria City Clerks Office** _____ **8401 W Monroe Street #150, Peoria AZ 85345** _____ ("User"),
User's name *User's complete address*

will take effect on the **12** _____ day of **May** _____, **2011** _____, and will continue for a period of **4 hours** _____.
Day *Month* *Year* *Time period*

WHEREAS, Owner owns facilities located at 14185 N. 83rd Avenue, Peoria, Arizona, 85381 which is normally used for church-related activities, and WHEREAS, User desires to use the **Building B** _____ area
Facilities area
of the facilities for the purpose of **Peoria City Clerks Office Public Meeting; discuss redistricting process/redraw boundaries for elections based on 2010 census** _____,
Purpose of use
and

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above described premises for the above described purpose on **5/11/2011** _____ . **Fred Sanchez** _____ is the contact
Describe times and days of usage *Name of Owner's contact person*
person for Owner and **Wanda Nelson** _____ is the contact person for User to coordinate the details
Name of User's contact person
of usage.
2. User agrees to pay Owner \$ **300.00** _____ for the use of the premises prior to the signing of
Amount
this agreement.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.
6. "Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
11. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

Dated this 27th day of April, 2011.
Day Month Year

Owner



User: City of Peoria

Signer's name (name)

Facilities Manager

Position with Owner (title)

Herman Koebergen, Materials Manager

Position with User (title)

Approved as to Form:

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

Attested By:

Rhonda Geriminsky

Rhonda Geriminsky, Chief Deputy City Clerk





City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P10-0049** Proposal Due Date: **August 9, 2010**
 Materials and/or Services: **Redistricting Consultant Services** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th 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: DOUGLAS JOHNSON

Telephone: 310-200-2058 Fax: 818-254-1221

NATIONAL DEMOGRAPHICS
Company Name

PO Box 5271
Address

Douglas Johnson
Printed Name

GLENDALE CA 91221
City State Zip Code

President
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:

Linda Blas
City Clerk

City of Peoria, Arizona.

Effective Date: Oct. 26, 2010

Approved as to form:

Stephen M Kemp
City Attorney

CC: 7C 101910

Contract Number:

LCON10110

Contract Awarded Date

Oct. 25 2010

Carl Swenson
City Manager

Official File: _____





REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

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

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

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated 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

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 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 specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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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.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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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.
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



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Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:



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- 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.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



STANDARD TERMS AND CONDITIONS

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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.



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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 Redistricting Consultant 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 120 days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price.
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
7. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
8. **Proposal Format:** Proposals shall be submitted in one (1) original and eight (8) 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 local office(s) which will be performing the work.
9. **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.
10. **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.
 - b. Firm Experience and Similar Projects.
 - c. Staff's Capabilities and Assignments.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposal.
11. **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.
12. **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.



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13. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
14. **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.
15. **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.
16. **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.
17. **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 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.
18. **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.



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19. 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.

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.



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20. **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.

21. **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.

22. **Independent Contractor:**

a. General

- a) 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.
- b) 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

- a) 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.
- b) 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.



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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.

23. **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.

24. **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.

25. **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.

26. **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



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contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

27. **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.
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.
29. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.
30. **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.



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- 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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I. BACKGROUND

The City of Peoria, Maricopa County, Arizona was incorporated as a general law city in 1954 and became a charter city in 1983. Pursuant to a 1989 City Charter amendment, the city elects six City Council members by district. The following is a recent history of population for the City of Peoria:

<u>Census</u>	<u>Population</u>
1990	50,675
1995 (special mid-decennial census)	74,565
2000	108,364

The 2005-2007 survey from the United States Census Bureau estimates the 2007 population of the City of Peoria at 146,743. Other estimates place the city's projected population between 150,000 and 160,000 in 2010. The Census Bureau must transmit the total population tabulations from the 2010 Decennial Census by April 1, 2011. Pursuant to the Peoria City Charter, the city will be required to adjust district boundaries to reflect increased population in the city following the 2010 Decennial Census.

The city seeks to retain a consultant to assist the City Clerk's Office and the City Attorney's Office with the redistricting process. The consultant should have background and experience in the redistricting process on a municipal level, and be knowledgeable with the requirements of the Voting Rights Act of 1965, as amended.

It is anticipated that the commencement period for work to begin would be approximately October 2010.

The successful consultant will work primarily with the offices of the City Clerk and the City Attorney. Legal services to the consultant will be provided by the City Attorney's Office.

II. CONSULTANT REQUIREMENTS

Your response should address the following requirements and scope:

1. The consultant will analyze the city's demographics according to the United States 2010 Decennial Census data and develop not less than three proposals for the city, which is divided into six election districts, for the purpose of forming new City Council Districts based on the United States 2010 Decennial Census. The consultant shall obtain all data needed for this work.



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2. The consultant will be required to hold a minimum of eight (8) public meetings. At least two (2) of these meetings will be conducted before the City Council and will be scheduled as public hearings to take public comments on the proposed redistricting plans to be considered for adoption.

The meetings held before the City Council will be streamed live on the city's Web site and broadcast on the city's Channel 11 station. The meetings will also be available on demand for citizen viewing on the city's Web site.

In addition to the meetings before the City Council, at least one (1) meeting will be held in each district. The city will be responsible for arranging for the use of the facilities for all public meetings. The dates and times for these meetings will be scheduled to meet both the needs of the city and the consultant. The consultant will be required to work with city staff to respond to requests from citizens.

3. The consultant will be required to provide the master forms and materials for redistricting kits for citizen use and shall contain at a minimum: city maps, current district maps, general population parameters for new districts, and estimated population within existing districts to allow for citizen submittal of proposed districts. The consultant shall work with the Information Technology Department to provide citizens the ability to redraw district lines, through the means of interactive maps, and submit the proposed districts and/or comments electronically. The consultant may be required to host interactive web applications in an environment permissible by the Information Technology Department. In the event the consultant has an existing site that meets the requirements of the City, the City shall have the final determination on how the ability to draw boundaries is delivered to the public. If city funds are used in the development of such an interface, the City shall hold all ownership rights.

The consultant should describe in detail how this request will be fulfilled and may be required to provide a demonstration, if applicable.

4. All materials produced by the consultant must be made available in Spanish and provided in electronic format. The city will provide copies for public distribution and use. The consultant should identify and discuss its experience with citizen involvement in the redistricting process.



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5. The consultant will be required to meet with the Mayor and each individual Councilmember, City Manager, City Attorney, City Clerk and such other city staff as may be designated to collect information and comments for use in the redistricting process. The consultant will, at a minimum, work with the Planning and Community Development, Engineering, Information Technology and Public Works/Utilities Departments to collect and review information on growth patterns, current and proposed development and mapping issues.

The consultant may also be required to meet with the City Attorney and City Clerk with Community Organizations interested in elections and voting rights, including but not limited to, the **Mexican American Legal Defense and Educational Fund (MALDEF)**, the **League of United Latin American Citizens (LULAC)**, and the **National Association for the Advancement of Colored People (NAACP)**, and such others as designated by the City.

6. The consultant will be required to submit a minimum of three (3) proposals (for Council's final selection) for new City Council Districts based on the United States 2010 Decennial Census, and will be required to provide such services to the city as necessary until the final plan is formally adopted by the City Council. The City Attorney and the City Clerk will be responsible for compiling all documentation required for the submission for preclearance to the United States Department of Justice.

The consultant may be called upon to assist with providing any information required and/or documentation needed for preclearance submission to the Department of Justice. The consultant's duties shall continue until preclearance is received from the Department of Justice.

7. The consultant shall perform its services based on the understanding that preclearance from the United States Department of Justice, pursuant to Section 5 (a) of the Voting Rights Act of 1965, as amended, is required.
8. The consultant should have background with the formation and criteria of minority emphasis districts. The City of Peoria currently has one minority emphasis district.
9. Pursuant to the Peoria City Charter, district elections are staggered with the position of Mayor and Council seats within three districts expiring in January 2011 and the Council seats in the remaining three districts expiring in January 2013. Any redistricting plan must be complete in order for the City to submit and receive preclearance from the Department of Justice prior to the 2012 Primary Election. In no event shall the plan be completed later than December 2011.



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10. The current residence of an incumbent Councilmember shall not be considered in the formation of proposed new district boundaries, nor shall the current residence of an incumbent Councilmember influence the final adoption of the new district boundaries.
11. The consultant should submit a detailed timeline to complete the process, and the response should include the amount of time required from receipt of final census data until the project receives preclearance from the United States Department of Justice.
12. The City Clerk of the City of Peoria will serve as the principal city contact to the consultant. All work is to be delivered to the City Clerk. The principal city staff will be:

Mary Jo Waddell, MMC, City Clerk
Stephen M. Kemp, City Attorney

From the date of selection of the consultant until final approval of the new districts by the United States Department of Justice, pursuant to Section 5 of the Voting Rights Act of 1965 as amended, the consultant shall not contribute or participate in, including but not limited to, the contribution of funds to any candidate for a paid public office with the City of Peoria or perform lobbying services, whether or not for compensation for any person with the City of Peoria, City Council and its staff, Appointed Officers and Department Heads appointed by the City Manager.

III. SUBMITTAL REQUIREMENTS

1. Proposal Format

Proposals shall be submitted in one (1) original and eight (8) 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.**

2. Proposal Content

The following items shall be addressed in the proposal submission:

- a) Plan and Method of Approach to accomplish the Scope of Work, not limited to:
 - Include work plan, task schedule, location of work, and anticipated City involvement to accomplish Scope of Work.
 - Identify any factors that you deem important to the selection process for a redistricting consultant.



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Materials Management Procurement

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

- b) Overall Firm Experience and Similar Project Experience, not limited to:
- Indicate experience in providing redistricting consultant services in other communities, subject to preclearance under Section 5 of the Voting Rights Act of 1965 as amended.
 - Provide a listing of all communities and their respective population in which the firm rendered redistricting services.
 - Indicate experience with minority emphasis districts in a municipal setting.
 - Include three (3) references from completed recent similar projects.
- c) Staff's Capabilities and Assignments, not limited to:
- Provide the identification and a brief resume of each person(s) who will be providing redistricting consultant services and projected workload. The proposal shall identify those persons deemed to be "key employees" in the provision of these services.
 - Identify the primary point of contact.
 - Identify person(s) responsible for the translation of all materials into Spanish and detail their experience with translations.
- d) Fee Schedule, not limited to:
- Include list of related tasks along with the estimated hours and cost for the project.
 - Include hourly rates for each person providing consultant services and a total Not-to-Exceed Fee amount.
 - Include any travel related expenses, if applicable.

3. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 10, Evaluation.

4. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and eight (8) copies and shall be delivered to:
City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. on August 9, 2010.**

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



QUESTIONNAIRE

Solicitation Number: **P10-0049**

**Materials Management
Procurement**
9875 N. 85th 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.

NDC**National Demographics Corporation**

August 6, 2010

Re: RFP Solicitation # P10-0049

Ms. Lisa Houg, CPPB - Contract Officer
City of Peoria, Materials Management
9875 N. 85th Avenue, Peoria, AZ 85345

Dear Ms. Houg:

The principals of National Demographics Corporation (NDC), under either the NDC or Rose Institute label, have had the privilege of assisting the City of Peoria with districting and redistricting of City boundaries since the City's original move to district elections in 1989. It is always a pleasure to work with the City, and we eagerly anticipate working with the City again.

In addition to our experience with Peoria, NDC has performed the original districting and, where applicable, every subsequent redistricting for the cities of Glendale, Mesa, Surprise and Buckeye. The firm's principals also performed the original districting of Phoenix. Most prominently, our non-partisan history, innovative methods, and unmatched experience led to our selection as the lead redistricting consultant for Arizona's 2001 Independent Redistricting Commission.

Redistricting is one of those decisions that shape a City's in many ways: the placement of district lines for the next decade; the introspection leading to identification of the City's "communities of interest"; and the project's demonstration of a City's commitment to public involvement. For virtually every element of the City's proposal, NDC both invented the practice and is the leading innovator in the field: redistricting kits, online distribution of project information and maps, online redistricting, community engagement, Spanish translation of project materials and simultaneous translation of meetings, and the early, constructive engagement of both national and local civil rights organizations. Each of these technical and community engagement skills is vital. But they are also secondary to the key requirements for any redistricting consultant: expertise in the data; knowledge of the specialized software systems; and experience with the ever-changing rules and requirements of the Voting Rights Act. NDC works hard throughout every decade to maintain our status as the leading local redistricting experts in each and every one of these primary and secondary skills.

The attached proposal provides every requested service, certification, and expertise requested in the City's RFP. This proposal provides a clear and complete project plan for the City, while retaining the flexibility to shift if the City at any point in the process wishes to add more meetings, consider additional plans, or make any other change in the project parameters. Redistricting is a dynamic process that often produces new information or new ideas as it proceeds. NDC views its role as an advisor, not a controller, and every project remains a client-led project. NDC offers guidance based on its experience and expertise, but ultimately the decisions are made by the City.

Thank you for your time and consideration. We look forward to the opportunity to work with Peoria on this important and interesting undertaking that will shape Peoria's future for the next decade.

Sincerely,



President

Phone: (909) 624-1442
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com

NDC

National Demographics Corporation

A Proposal to
the City of Peoria
for
Redistricting Consultant Services

RFP # P10-0049

By National Demographics Corporation
Douglas Johnson, President

August 6, 2010

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Introduction

Drawing districts is, at its heart, a truly democratic and representative process. Combining neighborhoods into, and separating them among, new districts can be a delicate but enlightening task. It is also a legally perilous one. A multitude of federal and state laws and court rulings create a constantly evolving legal environment for such a project.

Legal hazards are not the only obstacle. Without experienced and impartial management, the districting process can rapidly devolve into accusations of hidden agendas and favoritism. Throughout the firm's three decades in business, NDC has focused on generating and guiding the public in districtings and redistrictings. The company pioneered many innovative tools and methods for encouraging public involvement in the process, such as "public participation kits" that enable every resident to draw his or her own proposal at their own kitchen table or on their home computer. This level of public engagement generates many ideas that otherwise might have been overlooked, and educates the public about the tradeoffs and difficult choices necessary in every districting project.

NDC is uniquely experienced in non-partisan, transparent and inclusive districting projects: for example, NDC served as the technical consultants to Arizona's first-ever statewide Independent Redistricting Commission in 2001. NDC President Douglas Johnson is often called upon for advice and guidance in jurisdictions considering redistricting reforms. NDC looks forward to working with the City to make this the most accurate, inclusive, educational and useful project possible.

NDC has served multitudes of local governments over the past 31 years. Founded in 1979, NDC has performed work in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois, Clark County Nevada, California's Franchise Tax Board, the San Diego Unified School District, the Arizona cities of Glendale, Mesa, Peoria, Phoenix, Mesa and Surprise, and scores of California jurisdictions, including Moreno Valley, Modesto, Pomona, the Jurupa Community Services District, San Diego Unified School District, Modesto, Pomona, and the Eastern and Western Municipal Water Districts. **No company has been responsible for successfully districting and redistricting more local governments.**

NDC has been the leader in technical innovation and system expertise in the local districting field since the company's founding in 1979. The hallmark of NDC's use of computerized districting systems is an ability to bring into play large amounts of data in such a way that the person drawing the district boundaries, as well as those analyzing the plans produced, can comprehend the data and make responsible and correct decisions about the nature of the districts being created.

NDC personnel have experience in operating advanced computer graphics districting systems and are prepared to provide all electronic databases and GIS district maps in an Arc/View shape, Maptitude Geographic, and/or Google KML file format. The Company's technical approach has proved its reliability in many different districting and redistricting situations.

The systems used by NDC provide for extensive tests of community of interest splits, completeness of plans, analysis of population balance among districts, and compactness, among other quality controls and integrated reporting capabilities.

The technical demands of local redistricting are high, and NDC is the undisputed leader in this area. But far more important than technical expertise are the interpersonal understanding and experience

working with all parties in the process, including the public. NDC is the undisputed leader in these vital capabilities.

The City's Consultant Requirements

The City's RFP specifically requests that proposers address the following requirements:

1. Analyze the City's demographics and develop at least three draft redistricting plans;
2. Hold at least 8 public meetings, including at least two before the City Council and at least one in each of the City's six existing Council districts; this responsibility will include responding to questions and requests from the public before, during, between and after these meetings;
3. Provide redistricting kits and an online redistricting capability;
4. Provide all materials in electronic format and translated into Spanish;
5. Meet with the Mayor, Councilmembers, and key Staff to collect information and guidance; and meet with interested community organizations;
6. Assist the City in the consideration, modification, and final adoption (including Department of Justice preclearance) of a redistricting plan;
7. Have a full understanding of the Voting Rights Act;
8. Possess experience with the formation and criteria of minority emphasis districts;
9. Ensure the plan is completed no later than December 2011;
10. Not consider the residences of incumbent Councilmembers;
11. Provide a detailed timeline from plan commencement through preclearance;
12. Coordinate all project elements with the City Clerk as the City's primary point of contact.

This proposal individually addresses each requirement.

1. Data analysis and draft plan development

NDC will collect the demographic data needed for the project. A specialized computer mapping database will be developed for the project, and NDC's redistricting system will be prepared for the project. The basic database will include the 2010 Census data and any community/zoning/planning data that the City and/or County can provide. Of particular interest are any past and planned housing development data the City may be able to provide in a Geographic Information System (GIS) format.

The initial database will be prepared at the start of the project, with Census data added as it becomes available.

The 2010 decennial Census data will be available from the Census Bureau on or before April 1st, 2011. It is expected that it will take about two weeks for that data to be compiled, verified, processed and ready for use.

Data, such as native or foreign birth, ancestry, income and language data, that in the past was collected on the "long form" as part of the decennial Census, are now collected by the Census Bureau in its continuous American Community Survey (ACS). The ACS block group level data are expected to be released in December 2010, but the Bureau is currently saying that it may be delayed. The ACS data, along with the Census Bureau's "Special Tabulation" of Citizen Voting Age Population data by race and ethnicity, will be disaggregated to the Census Block level and incorporated into the database as soon as each of those databases are released by the Census Bureau.

Once the decennial Census data is available and incorporated into the project database, NDC will prepare at least three draft redistricting plans for community and Council consideration.

2. Public meetings

General

Given the legal risks associated with redistricting and the importance of the project to the City's future for the next decade, it is crucial that the City establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals. NDC pioneered the "transparent districting" approach, which involves the public at every stage of the process. The company invented the "public participation kit" for public participation in districting efforts, which many of the firm's competitors now attempt to duplicate.

Perhaps NDC's most valuable service is the firm's experience transforming often-contentious and passionate debates on this difficult subject into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities or positions. The firm's work has been widely praised in the media, and NDC has considerable experience working with translators in public forums and providing materials in English and Spanish.

Media

If the City requests it, NDC will hold a media briefing on the process, rules, and details of redistricting. NDC will also be available to answer any media inquiries that the City wishes to have NDC address during or after redistricting. The materials NDC prepares for public outreach, from the community meeting presentations to the actual maps and demographic reports, all provide useful information and guidance for the media as well.

Outreach to the Voting Rights Act "Protected Class" Organizations

U.S. Supreme Court decisions are constantly changing the rules regarding districting, "race-based districting," and the establishment of districts focused on the electoral power of "protected classes." It is important that the consultant work with the racial, ethnic, and other community groups at the beginning of the process to welcome their ideas and develop the appropriate expectations regarding minority representation prospects. No NDC local districting or redistricting plans has ever been challenged in Court or by the Department of Justice.

Format

At Council meetings, NDC typically starts the discussion with an introductory presentation, including review of public input since the last Council meeting, discussion of any key questions, issues or concerns that arose since the last Council meeting, and a presentation of any plans that were either received from the public or developed by NDC since the last Council meeting. Next, Councilmembers often question NDC about the materials in its presentation, followed by comments from the public and concluding with Council decisions and/or directions. NDC typically remains available to answer questions or provide any request clarifications throughout the discussion of the agenda item.

At public forums, NDC typically opens the forum with an introductory presentation. This presentation includes discussion of the legal rules for redistricting, an overview of the City's demographics, a review of the timeline with a focus on the opportunities for public input, and a discussion of the many ways the public can draw and submit redistricting plans or otherwise share their views. NDC usually acts as

facilitator during the public discussion period of the meeting. If any Councilmembers or City staff wish to attend and speak at the meeting, they can do so whenever they wish.

Spanish translations

All meeting materials are available in English and Spanish, and, if desired, either the City or NDC can arrange for translators to be available at public meetings.

3. Public redistricting tools

Thanks to NDC's extensive experience in local jurisdiction districting and redistricting, in managing public districting processes, and in dealing with the quantity of data and information involved, NDC has developed specialized expertise in the rapid distribution of data, plans, reports, and the other related materials within the jurisdiction, to the media, to local interest groups, and to the public at large.

Variety of tools offered to public

The key elements of this process involve providing accurate, thorough, and detailed information in an easily reviewed format. NDC uses a combination of maps, spreadsheets, written and verbal reports, PowerPoint® presentations, websites, live online maps, and redistricting kits including paper, Microsoft Excel® and, new for 2011, online versions. NDC can deliver all project materials in a format for posting to a City website, if the City so desires, or NDC can create, post and maintain a project website. You can view a past NDC-created and -maintained districting project website at www.DrawModesto.org (though the Modesto project was conducted prior to the availability of cost-effective online map viewing tools).

NDC is also experienced at presenting this information in conjunction with translation services so that members of the public can understand and participate free of a specific language dependency.

For those with geographic information systems available to them, which could include City staff, the media, a few members of the public, or local community and other minority groups, NDC is experienced at efficiently providing data and mapsets in electronic form to maximize these participants' ability to review and comment on the information or proposal under consideration. NDC can provide this information in Excel, DBF, ArcView, Maptitude, KML, or Block Equivalency formats (or all of the above), whichever is most useful to the interested party, and NDC can provide this information by email, on CD, or for download online.

Redistricting kits

For those without GIS software on their work or home computers, 30 years ago NDC invented the "redistricting kit," now often called the "public participation kit." The paper and Acrobat® PDF versions include instructions, maps, demographic details, and pages and pages of Census Block or other Population Unit numbers. Starting in 2002, NDC began providing the data in Microsoft Excel® format, though the maps remained static paper or Acrobat® PDF format maps. For those familiar with Excel®, the NDC-provided files handled the calculations, and individuals who previously did not participate or who only would submit one paper map suddenly found themselves so engaged in the process that they generated two, three, or even fourteen or nineteen proposed maps for Council consideration.

Online redistricting tools in development

All signs are that 2011 will be the year when online redistricting tools arrive in capability and popularity. NDC is working closely with four different firms developing online redistricting tools. NDC is assisting

them with identifying the functionality needs for redistricting software and with identifying potential uses for their software. Three of the firms, ESRI, Caliper, and Azavea, are focused on high-end, expensive software packages aimed at state governments. NDC is encouraging them to offer cost-effective solution for local governments, but at this point it appears each will price their software at \$25,000 to \$75,000 for local government use.

NDC is also working with Phoenix-based URS to develop a redistricting tool specifically designed for the needs and budgets of local governments. The lead URS employee working with NDC on this effort is Mr. Tim Johnson. In 2001, he worked in the GIS office of the Maricopa County Elections Department. He developed and supported the only online redistricting tool used anywhere in the country for 2001 redistricting. While the tool received little attention or use in Maricopa County's 2001 Supervisorial redistricting (the only jurisdiction it could be used for at the time), NDC and URS are now working to an updated online tool that will work for every local government. The URS tool, combined with NDC's experience in training and engaging the public promise an unmatched online redistricting experience for the public. The combination of NDC and URS will provide a redistricting tool within NDC's traditional price framework that recognizes the financial demands on local governments today. Yet every software development project involves risk. There are currently no available online redistricting software packages (though there are vapor-ware software demonstrations available), though it appears that by the end of 2010 at least one, and possibly three or four, options will be available.

All of the software providers promise to include options to host either locally on a jurisdiction's own servers or on the software provider's servers.

The pricing in this proposal assumes the successful partnership of NDC and URS to develop a cost-effective redistricting option for local governments. If Peoria would prefer to go with the eventual software offering from Caliper or ESRI, NDC will be fully capable of implementing and supporting either solution, but the cost of the Caliper or ESRI software and hosting will be in addition to that included in this proposal.

It remains a possibility that all the online redistricting software tools currently under development will either fail to function acceptably or will be priced out of a reasonable cost range for local governments. This is unlikely, as NDC's exclusive partnership with URS is specifically aimed at avoiding that result. If no online redistricting software is available, however, NDC will still provide a version of our traditional paper and Excel® redistricting kit tools enhanced for 2011. And NDC will offer live online maps that allow anyone with a web browser to open plans, zoom in and out, overlay satellite, street, and other geography. This will include a one-click online capability to provide feedback on proposed plans.

NDC is on the cutting edge of online redistricting tool development, and the firm remains focused on enabling the public to fully participate in this process, using whatever tools are available at the time.

Whether the plans are submitted using paper kits, using Excel® kits, or using an online option, NDC will acknowledge, process, analyze and distribute these plans as they are received. NDC has mastered this process over 30 years, and we find it generates a constant stream of appreciation for our clients from members of public, even from those who do not like the final plan adopted but appreciate the chance to draw, submit, and have seriously considered in the process a plan of their own creation.

4. Spanish and electronic versions of all project materials

NDC often is asked to provide Spanish translations of all project materials. Per the RFP, NDC will have all Peoria project materials translated into Spanish. At this early point in the redistricting cycle NDC has not yet contracted for translation services, but here are four individuals and organizations who NDC is considering:

Ms. Veronica Macias

A resident of Washington, D.C., Ms. Macias translated all of NDC's materials for our Modesto project. This included districting materials plus reports and flyers regarding a City vote on whether to switch from at-large to by-district Council elections. NDC and the City were very pleased with her work, and she is likely to be NDC's preferred translator for redistricting projects in 2011.

Ms. Kristina Gomez

A native Spanish speaker, Ms. Gomez worked for the Arizona Independent Redistricting Commission from 2001 through 2008. She holds a Masters degree in Public Administration from ASU.

Mr. Victor Griego and *Diverse Strategies for Organizing*

Founded in 1991, the four-person DSO team provides community organization and outreach assistance, including translation services, in Latino communities across the Southwestern United States. www.victorgriego.com

Ms. Liz Topete-Stonefield, President and CEO of Topete/Stonefield Inc.

Topete / Stonefield has extensive experience translating complex municipal planning and environmental issues into Spanish. Ms. Topete-Stonefield leads a team of 30 freelancers who specialize in community outreach, event planning, and translation services. www.topete-stonefield.com

NDC is also happy to work with any translator the City may prefer to use for this project.

5. Meetings with City leaders and community organizations

It is NDC's philosophy – one developed through many districtings and redistrictings – that the process should begin with extensive interviews by NDC senior personnel with City Council members, City staff, and leaders of citizen groups. NDC was pleased to see such meetings listed as project elements in the RFP.

In addition to the initial meetings required by the RFP, NDC suggests additional one on one meetings with the Mayor, Councilmembers, and key City officials after the Census data are released. Meetings at the beginning of the project can discuss the boundaries of specific communities of interest in the City and make guesses about the number of people and neighborhoods that will need to be moved to balance populations among districts. But only with the Census data in hand can definitive options be discussed and analyzed, so additional meetings after the Census data is available may be useful.

Members of the community -- both those who belong to Voting Rights Act "protected classes" and those who do not -- often approach redistricting with a set of preconceived notions. Those notions are often incorrect. One skill area where NDC outshines our competitors above all others is the firm's experience and skill at encouraging, educating and managing public participation in this process. It is often difficult to generate public interest in the relatively obscure process of redistricting. The need to correct erroneous preconceived notions often makes that task even more difficult -- especially since

those notions are often racially or politically charged. NDC's biggest challenge, and our greatest success, is our experience at successfully carrying out this task. NDC carefully explains the rules for redistricting and explains the demographic data available. NDC carefully sets expectations and advises the community on how to approach identifying and achieving each neighborhood's goals in redistricting. And NDC provides the tools necessary to both refocus those whose first instinct is to criticize rather than contribute, and to empower those willing to constructively engage in the process.

Where most city issues allow residents to tell the Council "Yes" or "No," NDC's redistricting tools allow those members of the public who do not like something about a plan to "Draw Your Own." The resulting benefits for public debate and engagement can be significant. The key to success is patience, knowledge, confidence, an ability to engage and connect with people, and deep and thorough expertise in the topic at hand. NDC provides all of those skills (and more) to every one of our clients.

6. Draft, modified, and final redistricting plans

Based on the initial community discussions and the guidance received from the public, from the Mayor and Councilmembers, and from key City Staff, NDC will draft and present at least three redistricting options for the City.

NDC is often asked which draft plan is the "best" plan. Typically, there is no "best" plan at this stage of the process. This stage is a good example of NDC's approach to serving as advisor, not controller, to the City. In developing multiple draft plans, NDC's goal is to illustrate the trade-offs and impacts of different approaches to redrawing the City's Council districts. NDC's goal is not to select the best approach and present three minor variations on one theme. Instead, NDC strives to present three significantly different plans that emphasize the trade-offs in balancing conflicting redistricting criteria and goals. For example, one plan often emphasizes maximizing the compactness of districts. Another plan may present districts that follow communities of interest in a north-south manner, while a third follows communities of interest in an east-west manner. The key at this stage of the project is to illustrate for the Council and the community the different options and the trade-offs among the options. Council or community members who requested a specific approach to one part of town may not have realized at the time what the impact of that request would be on another part of town. The draft plans are the first solid illustration of both the new decennial Census data and the impact of the choices discussed at the earlier community meetings.

NDC's goal with the draft plans is to educate and encourage discussion, and to use the conclusions of that discussion to guide the project toward a final plan.

7. The Voting Rights Act

Nearly all aspects of the districting process are subject to judicial challenge, and it is crucial that your districting consultant be knowledgeable regarding all key legal precedents. Because of the importance of public participation and effective media relations, the consultant must also be prepared to explain legal requirements in terms that lay persons can understand. Fortunately, NDC has extensive experience with all of these issues.

NDC principals are specialists in the measurement of minority voting strength and representation. The firm's record on minority representation is unsurpassed: the Department of Justice has never rejected

an NDC-developed local districting plan and no NDC plan has ever been challenged in a Voting Rights Act lawsuit.

Minority voting strength and levels of minority representation are never a simple issue of numbers alone. Racial block voting patterns, communities of interest, the local history of political organization (or lack thereof), and historical political bases of emerging leaders are all important factors to consider when attempting to achieve fair levels of minority representation.

Data on race, ethnicity, income, and housing all assist in defining communities of interest and minority representation goals. Similarly, past election data is used to identify the existence or absence of a pattern of racial block voting. Such a pattern guides districting and redistricting efforts by defining the concentration necessary to achieve community representation goals without unconstitutionally "packing" communities.

Perhaps most important, public comment on self-identified communities of interest, including racial and ethnic communities, will guide efforts to define minority communities and determine minority voting strength. Such commentary is a key factor in identifying communities; establishing fair representation; and ensuring Voting Rights Act compliance.

8. Minority emphasis districts

Peoria currently contains one "one minority emphasis district." Since 2001, the rules governing such districts have changed significantly. In its *Georgia v. Ashcroft*, *Lopez* and *Bartlett* decisions after 2001, the United States Supreme Court significantly rewrote how the Voting Rights Act is interpreted. Congress also significantly rewrote the Act in its 2006 25-year reauthorization of the Act. On top of those changes in the letter of the law, 2011 represents the first year since the Act was originally adopted when a Democrat has held the Presidency in the year following a decennial Census. President Obama's appointees to the Department of Justice Civil Rights Division recently released new proposed regulations for the implementation of Section 5 of the Voting Rights Act. In their draft regulations and in their preclearance and objection letters already sent since taking office, President Obama's team at the Department of Justice have signaled that there will be many changes in 2011 from the practices and precedents of 2001. Every jurisdiction engaged in redistricting in 2011 and beyond must have consultants and attorneys fully versed in these new laws, Supreme Court rulings, and Department of Justice regulations. NDC is fully versed in all of these rules and regulations, and ready to work with the City to ensure it fully complies with every legal requirement for redistricting.

NDC has extensive experience engaging and cooperating with "protected class" communities such as Latinos, African Americans, Asian Americans, and Native Americans. Our goal is always to engage any such population concentrations early in the process and to involve them in a friendly, constructive approach to the project. NDC recognizes that while data and numbers are important, the laws (and good redistricting practice) ultimately come down to communities: are the neighborhoods -- both those with concentrations of protected classes and those without -- recognized, respected, and protected in the redistricting process.

Also, NDC recognizes that avoiding retrogression of a protected class's ability to elect the candidate(s) of their choice is vital for receiving preclearance of a redistricting plan under Section 5 of the Voting Rights Act. NDC also recognizes that compliance with the Voting Rights Act does not end there. Every jurisdiction in the country must also ensure that it is compliant with Section 2 of the Voting

Rights Act. It is not enough to only avoid retrogression regarding a protected class's ability to elect the candidate(s) of their choice. To avoid a lawsuit under Section 2, every jurisdiction must also look for opportunities to expand the number of districts where a protected class community can elect the candidate(s) of their choice. Too many jurisdictions focus on the difficult requirements of Section 5 and fail to evaluate the applicability and potential legal exposure under Section 2.

NDC is fully versed in these and all elements of the Voting Rights Act, and the firm will work closely with the City Attorney to identify and evaluate any potential legal liabilities of each plan presented to the Council.

If requested, NDC is fully prepared to perform racial bloc voting analysis and homogeneous precinct analysis as part of a separate legal analysis of the City's legal situation under the Voting Rights Act, but such analysis are rarely necessary. NDC prefers to guide our clients toward a safe approach to the Voting Rights Act. It is with considerable pride, and thanks to considerable hard work, that NDC can say no NDC local government redistricting plan has ever been overturned on a Voting Rights challenge in Court or by the Department of Justice. In fact, no NDC local government redistricting plan has even been challenged on any Voting Rights Act basis by the Department of Justice or in any court.

9. Project completion date

As stated in the RFP, the project (including Department of Justice preclearance) must be complete by December of 2011 to ensure the smooth implementation of the new districts for Peoria's 2012 elections. NDC will ensure the project is complete by that date.

To ensure smooth implementation of the new plan, NDC recommends that the project aim for Council adoption of a final plan by the end of August, 2011. This will provide plenty of time for both preclearance and for the smooth implementation of the final plan by the County Elections Department.

10. Criteria

As stated in the RFP, unless NDC is otherwise directed by the city, the residences of incumbent Councilmembers will not be a consideration in the development of district plans.

At the beginning of each project, NDC provides its clients with a standard list of criteria for the Council's consideration. In addition to the rule about incumbent residences, the Council may wish to begin the process with the adoption or prioritization of criteria, and NDC will suggest options and answer any questions the Council or Staff may raise as the City considers whether to adopt official criteria and what criteria to adopt.

11. Timeline, scope of work, task schedule and fee schedule

Basic Project Elements

Per the RFP, at a minimum the project will include:

- Building and analyzing database of Census and City data and maps
- Development of at least three draft redistricting plans
- Meeting with Mayor, Councilmembers, and key staff

- Special Meeting with key community organizations (MALDEF, NAACP, etc.)
- Two Council meetings
- Six Community meetings
- Preparation of paper and online redistricting kits
- Preparation of all project materials in electronic format and translated into Spanish
- Collect, acknowledge and report all public input (statements and plans)
- Preparation of revised draft plans for Council consideration
- Preparation of final plan for Council consideration
- Assistance to City Attorney with preclearance filing
- Coordinate final implementation with County Elections Department

Each “Hearing” or “Meeting” is assumed to last only one calendar day. Each additional calendar day is counted as an additional meeting.

Suggested Additional Elements

- An additional round of one-on-one meetings with City leaders after Census data is available
- Community meetings after release of draft plans (recommend 6, could be 3)
- Attendance at two additional Council meetings
- NDC creation and maintenance of project website (if City web team prefers to not deal with technical and turn-around time needs of a redistricting project)

If the cost of this proposal is a concern, NDC would suggest postponing the round of community meetings in each current Council district until after the decennial Census data is released. While there is value in identifying neighborhoods and communities of interest that make up the City as a whole, the public will be able to comment in significantly more substantive ways if it had the Census data before it at the time of the field hearings.

Summary of Proposed Scope of Work, Task List, and Timeline

Duration	Date	Item	Lead	Basic or Suggested
1 week	October 2010	Prepare initial redistricting database	NDC	B
2 weeks	October 2010	Schedule locations & times for community forums	City	B
1 day	October 2010	Initial City visit (meet with officials, collect GIS data)	NDC	B
2 weeks	October 2010	Expand database with additional data from City	NDC	B
3 weeks	October 2010	Prepare & review public outreach materials & mtng presentation, incl. translation	NDC	B
1 week	October 2010	Prepare project website (Basic = City, Recommended = NDC)	TBD	S
1 week	Late October 2010	Prepare public input kits	NDC	B
Not yet known	October-November 2010	Setup online redistricting system *	NDC	B
1 day	November 2010	Community Forums to collect public input	NDC	B
1 week	November 2010 - February 2011	Accept, process and compile public input kits	NDC	B
2 weeks	March 2011	Prepare report on public input, including translation	NDC	B
2 weeks	early April 2011	Incorporate Census data into database (incl. online system)	NDC	B
1 day	mid April 2011	2nd round of one-on-one meetings with City leaders	NDC	S
1 week	mid April 2011	Develop at least 3 draft redistricting plans	NDC	B
1 day	mid May 2011	Presentation of public input report & draft plans to Council	NDC	B
2 days	end of May 2011	Launch online redistricting system	NDC	B
1 day	May - June 2011	Community Forums to discuss draft plans	NDC	S
1 week	mid June 2011	Process and compile online redistricting plans	NDC	B
1 week	late June 2011	Prepare report on public submissions and comments, including translation	NDC	B
1 day	early / mid July 2011	Present report and revised plans to Council	NDC	B
1 week	Late July 2011	Incorporate any Council direction on plan tests or revisions and publish revised plans	NDC	B
1 week	End of July 2011	Collect comments and reactions to revised plans	NDC	B
1 day	early August 2011	Present summary, tests, and revised plan(s) to Council for vote	NDC	S
1 day	late August 2011	2nd reading by Council (if required)	NDC	S
2 weeks	August 2011	Preparation of preclearance submission to DoJ	City	B
60 days	September-October 2011	DoJ preclearance review	DoJ	B
60 days	November-December 2011	Potential DoJ review extension	DoJ	B

Cost of Basic Elements:

\$41,000 *

* See the earlier section in this proposal for a discussion of the development status, pricing, and project assumptions regarding online redistricting systems.

Cost total with Basic and Suggested Elements

If all the "Basic" project elements (those required by the RFP) are combined with NDC's suggested additional project elements, the total project price will be:
\$58,500.

Itemized Cost of Optional Elements:

- NDC creates, posts and maintains project-specific website..... \$4,000
- Additional public meetings beyond the 6 public hearings and 2 Council meetings in RFP (per meeting day) \$1,500
- Any additional NDC-developed districting plans requested beyond the initial drafts and final (per plan)..... \$1,250

Suggested "Not to Exceed" amount

If a "not to exceed" amount is adopted at all, NDC recommends that our clients adopt an amount that ensures sufficient flexibility that any Council or Staff decision to add additional Council or community meetings to the schedule, or any City request for additional consultant in-person meetings, does not require amending the contract and receiving additional budget authority. If the City still wishes to adopt a "Not to Exceed" amount, NDC would recommend \$70,000 to provide both a contingency fund and the flexibility for the City to request additional plans or schedule additional meetings without the potential delays that might be triggered by a requirement for additional spending authority.

Expenses:

NDC does not charge our clients for project expenses other than the copying, mailing, and/or distribution of redistricting kits or other project materials for public distribution. Per the RFP, the City will be responsible for duplication of such materials, so NDC does not anticipate billing for any expenses related to this project and the fees stated above are the only anticipated billings.

Hourly Rates:

NDC prefers to propose and bill our projects on a flat basis for each project element, and we welcome the statement on page 9 of the RFP that the City views this as a "Fixed Price" project. Page 20, however, asked that the fee schedule include "hourly rates for each person providing consultant services." While NDC recommends proceeding on a fixed basis, if the City prefers NDC will bill the City on a time and materials basis using the following hourly rates:

- | | |
|----------------------------|-------|
| • President or Consultant | \$150 |
| • Senior Technical Analyst | \$75 |
| • Analyst | \$50 |
| • Clerical | \$50 |

If billing is done on an hourly basis, NDC will also need to bill the City for those expenses allowed under the City RFP.

Other Potential Project-Related Expenses for the City:

The only anticipated additional districting expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the "Public Participation Kit." In NDC's experience, most public participants will download and print the Public Participation Kits in their own homes or offices.

12. City Partnership

Per the RFP, the primary point of contact will be the City Clerk, and it is anticipated that NDC will also work closely with the City Attorney.

Also per the RFP, early in the project NDC will plan to meet with the Mayor and each individual Councilmember, City Manager, City Attorney, City Clerk and such other city staff as may be designated to collect information and comments for use in the redistricting process.

In preparing the database and coordinating data and mapping issues throughout the project, NDC will, at a minimum, work with the Planning and Community Development, Engineering, Information Technology and Public Works/Utilities Departments. This work will include collecting and reviewing

information on growth patterns, current and proposed development, and any other mapping issues that may arise during the course of the project.

For the City's planning purposes, the following is the outline of City tasks that NDC anticipates. This list is open to change to meet the goals, interests, availability and wishes of the City.

City Council Role

- i. At the start of the process, the Council may formally consider redistricting criteria and, at the City's option, may officially adopt the project scope and timeline.
- ii. Early in the process the Mayor and each Councilmember will meet with NDC one on one to provide their insights on the process, the data, the communities of interest, and the logical community dividing points that could potentially aide the development of initial district plans.
- iii. The Mayor and Councilmembers, at their option, could participate in any community forums included in this process.
- iv. The Council will consider the districting plans developed by the public and by NDC, direct NDC to test and/or incorporate any desired changes, and adopt the City's selected final plan.

The Council is, of course, free to participate in any other way it wishes at any point in the process.

City Staff Role

- i. Early in the process the City Clerk, City Manager and/or other key City staff will meet with NDC to provide their insights on the process, the data, the communities of interest, and the logical community dividing points that could potentially aide the development of initial district plans.
- ii. City Planning, elections, and other keepers of City GIS and/or elections data will be asked to provide relevant data to NDC for use in this project.
- iii. Staff assistance will be helpful to schedule locations for the community forums, whether held in City Hall or elsewhere.
- iv. A staff contact (including email, fax and phone) will be needed for members of the public who wish to contact the City rather than working directly with the City's consultant, though NDC (if the City so chooses) will encourage anyone with questions or ideas to contact NDC directly. All such contact is recorded and included in NDC's report to the Council on public input.
- v. If the City chooses to place project information and materials on its website (rather than asking NDC to create and maintain a project website), a Staff contact will be needed to review and post the documents provided by NDC. This will be an intermittent demand, as material will need to be posted both before and after each Council meeting and community forum where redistricting is discussed. If NDC creates and maintains the project website, the only web-related staff time necessary will involve setting up initial links from the official City page to the project site.
- vi. NDC will work with the appropriate City Staff to ensure all materials are developed in time for, and incorporated into, the City's typical Council meeting information packets prior to any Council meetings on this topic.

vii. If translators are necessary for any community meetings, either City staff or independent translators need to be arranged. NDC or the City can arrange translators, at the City's choice.

viii. The County may need a City staff contact to verify NDC's status as a contractor for the City before the County will provide information needed to develop the population database or prior to working with NDC on implementing the final City-adopted and precleared districts.

Of course, NDC is happy to also work with City Staff in any additional way(s) Staff wish to be included in the project.

13. Location of work; insurance coverage

All interviews, Council and public meetings, and community meetings shall take place in Peoria. NDC's database building, plan development and other preparation work may occur in Peoria, Scottsdale, Phoenix, Glendale (California), San Diego, and/or in Claremont (California).

NDC has all of the insurance coverage listed as desired in the RFP. If selected, NDC will have no trouble producing the desired certificates of insurance.

14. Key individuals

6. Project Team. This project will be led by NDC President Douglas Johnson. His resume is attached as an appendix to this proposal.

Senior Technical Analysts Justin Levitt and/or Ian Johnson will provide technical assistance to the project.

NDC Consultants Dr. Michael Uhlmann and/or Dr. Ken Miller may also assist with materials preparation and may facilitate some public forums. Dr. Uhlmann is a professor at Claremont Graduate University. Dr. Miller is a professor at Claremont McKenna College and serves as Associate Director of the Rose Institute of State and Local Government at Claremont McKenna College.

NDC Analysts Mr. David Meyer, Mr. Daniel Shane, Ms. Ruth Oliver, and/or Ms. Helen Pollock may also assist with the technical or public outreach work on this project, under the supervision of Mr. Johnson and Mr. Levitt. All Analysts also work as Research Assistants at the Rose Institute of State and Local Government at Claremont McKenna College.

15. Sample list of past redistricting clients

States

State of Arizona Independent Redistricting Commission
 Florida State Senate
 State of Mississippi
 State of Washington

Cities and Counties

County of Los Angeles
Agoura Hills
Buckeye
Colton
Corcoran
Elk Grove
Glendale
Hanford
Lemoore
Madera
Menifee
Mesa
Modesto
Moreno Valley
Pasadena
Peoria
Phoenix
Pomona
Reedley
Surprise
Wildomar

School Districts

Central Unified School District
Coalinga - Huron Board of Education
Fresno Unified School District
Kerman Unified School District
Kings Canyon Unified School District
Pasadena Area Community College District
Riverdale Joint Union High School District
San Diego City Schools
Sanger Unified School District
Tulare County Board of Education
Washington Union School District
West Fresno Unified School District

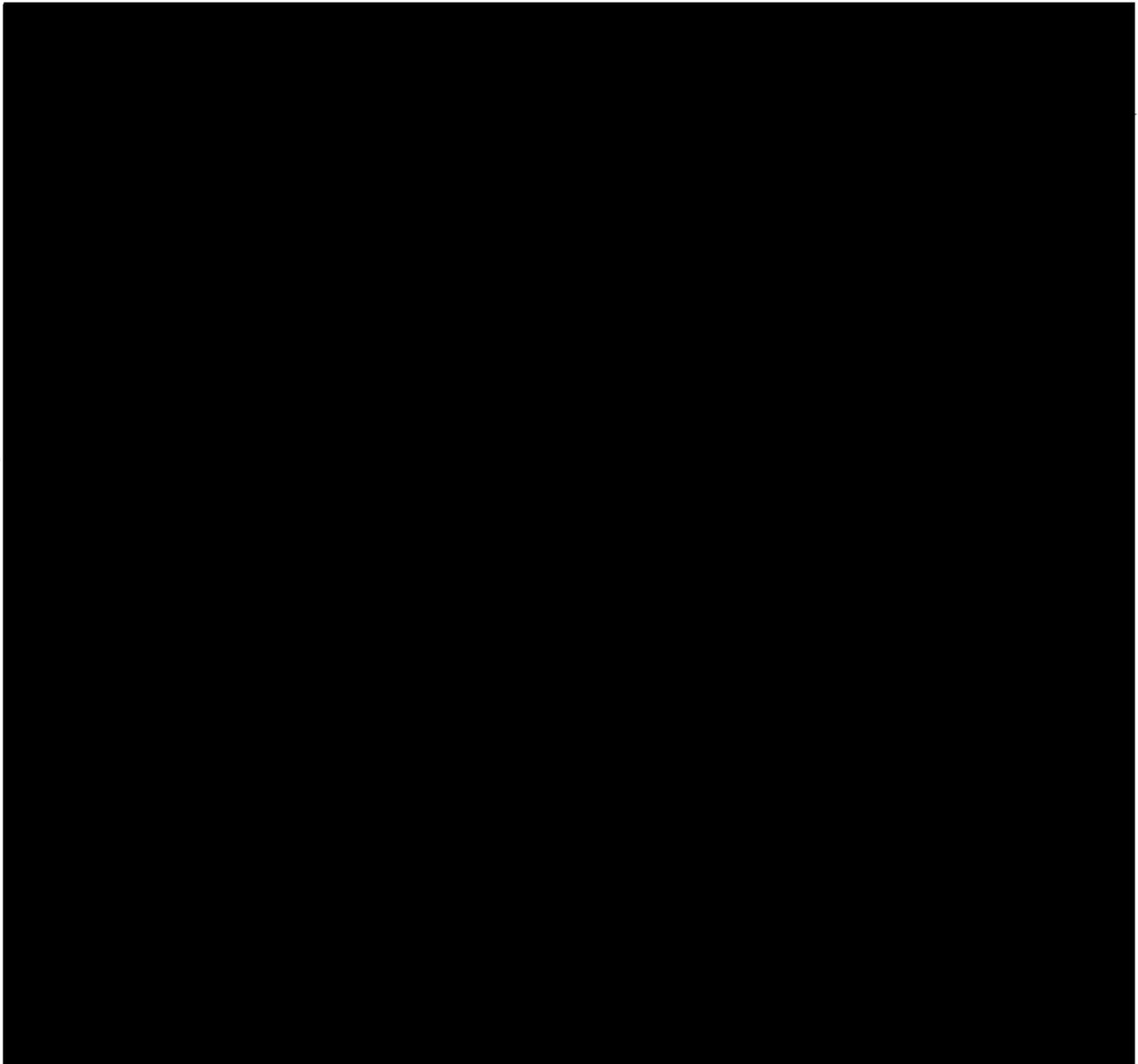
Water Districts & Other Special Districts

Alta Irrigation District
Antelope Valley-East Kern Water Agency
Eastern Municipal Water District
Elsinore Valley Municipal Water District
Foothill Municipal Water District
Fresno Irrigation District
Jurupa Community Services District
Mojave Water Agency
Palmdale Water District

Palomar-Pomerado Health System
Rainbow Municipal Water District
Rowland Municipal Water District
San Bernardino Water District
Three Valleys Municipal Water District
Tulare District Hospital
Walnut Valley Water District
Western Municipal Water District

16. References

All of NDC's former clients – without exception – can be contacted for references. All NDC's local districting and redistricting plans have been accepted into law with a minimum of controversy.





Conclusion

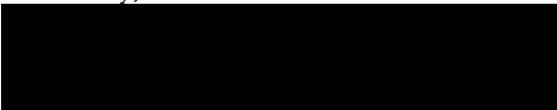
Since its founding NDC has been the preeminent company in the nation devoted to local districting and redistricting.

To summarize:

- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been successfully used in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has more experience in the field of local government districting and redistricting than any other company of which NDC is aware.
- NDC has demonstrated experience over many years in working with community groups and the press and media on districting and redistricting issues.
- NDC possesses fully up-to-date and highly effective geographic retrieval systems with applications specifically designed for districting and redistricting.
- Neither the Justice Department nor any Court has ever rejected any local government districting or redistricting plan submitted by NDC.

It should be clear that NDC has all of the resources of experience, technical expertise, and legal/political know-how to assist the City in its current effort. NDC looks forward to the opportunity to work with the City on this project.

Sincerely,



Douglas Johnson
President

Appendix 1: Resume of NDC President Douglas Johnson

DOUGLAS MARK JOHNSON

PO Box 5271
Glendale, CA 91202
djohnson@NDCresearch.com

mobile: [REDACTED]
office: (909) 624-1442
fax: (909) 607-4288

A. Education

UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA, 1992. Graduated Cum Laude. Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

B. Employment

Fellow, Rose Institute of State and Local Government, 2001 – present
President, National Demographics Corporation, 2001 – present
Internet Startup Employment:
Sourcemine, Senior Manager, 2000 - 2001.
Digital Media Campus, Director of Strategy and Business Development, 2000.
marchFIRST, Associate Project Manager, 1999 - 2000.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

C. Publications

Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: "Californios For Fair Representation" and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.
Los Angeles Times Opinion Articles:
"Where a porn palace stood" (article on redevelopment), July 30, 2006
"A Trojan horse primary for the GOP" February 25, 2007
"A neighbor's help on redistricting" June 24, 2007
Fresno Bee Opinion Article: "The Poison Handshake" June 15, 2004
New York Times Opinion Article in *Room for Debate* forum: "The Case for Open Primaries" February 19, 2009.

D. Panelist

National Conference of State Legislatures, Redistricting and Elections Standing Committee, 2007 and 2008 Spring Forums
Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government
Texas Tech University, "A Symposium on Redistricting," May, 2006
Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007
Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

E. Consulting

Provided expert testimony on redistricting before multiple hearings of the California State Senate Committee on Elections, Reapportionment and Constitutional Amendments, in 2005 and 2006.

Served as a redistricting consultant for the following jurisdictions (sample list):

- Florida State Senate (Senate and Congressional Redistricting, 2001)
- Arizona Independent Redistricting Commission (Congressional and Legislative Redistricting, 2001 – 2002)
- San Diego City Schools (School District Redistricting, 2003)
- Clark County Nevada (County Commission Redistricting, 2006 - 2007)
- Coalinga – Huron Board of Education (School District Redistricting, 2001)
- San Diego Unified School District (Board Redistricting, 2003)
- Tulare County Board of Education (School District Redistricting, 2001)
- City of Bradbury, California (City Council Redistricting, 2005)
- City of Buckeye, Arizona (City Council Districting, 2007)
- City of Elk Grove, California (City Council Redistricting, 2004)
- City of Glendale, Arizona (City Council Redistricting, 2002)
- City of Goleta, California (City Council Districting, 2003; Public Education Campaign, 2004)
- City of Madera, California (City Council Districting, 2009)
- City of Menifee, California (City Council Districting, 2009)
- City of Modesto, California (Charter Review guidance and Public Education Campaign, 2007)
- City of Reedley, California (City Council Redistricting, 2001 – 2002)
- City of Surprise, Arizona (City Council Redistricting, 2002)
- City of Vista, California (Voting Rights Act litigation consulting, 2004)
- City of Wildomar, California (City Council Districting, 2009)
- Consolidated Water District (Board of Directors Redistricting, 2002)
- Mojave Water Agency (Board of Directors Redistricting, 2002)
- Jurupa Community Services District (Board Districting)
- Palmdale Water District (Board of Directors Redistricting, 2001 – 2002)
- San Bernardino Valley Water District (Board of Directors Redistricting, 2002)
- San Gabriel County Water District (Districting Analysis, 2003)
- Foothill Municipal Water District (Board of Directors Redistricting, 2001 - 2002)
- West Basin Municipal Water District (Board of Directors Redistricting, 2006)
- Western Municipal Water District (Board of Directors Redistricting, 2001)
- Fresno Irrigation District (Board of Directors Redistricting, 2001 - 2002)
- Fresno Unified School District (Board Districting, 2009)
- Central Unified School District (Board Districting, 2009)
- West Fresno Unified School District (Board Districting, 2009)
- Washington Union School District (Board Districting, 2009)

Duration	Date	Item	Lead	Basic or Optional	Optional Indiv. Price	Sugg. Qty	Suggested Cost
1 week	October 2010	Prepare initial redistricting database	NDC	Basic		1	
2 weeks	October 2010	Schedule locations & times for community forums	City	Basic		6	
1 day	October 2010	Initial City visit (meet with officials, collect GIS data)	NDC	Basic		1	
2 weeks	October 2010	Expand database with additional data from City	NDC	Basic		1	
3 weeks	October 2010	Prepare & review public outreach materials & mtng presentation, incl. translation	NDC	Basic		1	
1 week	October 2010	Prepare project website (Basic = City, Optional = NDC)	TBD	Optional	\$4,000	1	\$4,000
1 week	Late October 2010	Prepare public input kits	NDC	Basic		1	
Not yet known	October-November 2010	Setup online redistricting system	NDC	Basic		1	
1 day	November 2010	Community Forums to collect public input	NDC	Basic		6	
1 week	November 2010 - February 2011	Accept, process and compile public input kits	NDC	Basic		1	
2 weeks	March 2011	Prepare report on public input, including translation	NDC	Basic		1	
2 weeks	early April 2011	Incorporate Census data into database (incl. online system)	NDC	Basic		1	
1 week	mid April 2011	Develop at least 3 draft redistricting plans	NDC	Basic		1	
1 day	mid May 2011	Presentation of public input report & draft plans to Council	NDC	Basic		1	
2 days	end of May 2011	Launch online redistricting system	NDC	Basic		1	
1 day	May - June 2011	Community Forums to discuss draft plans	NDC	Optional	\$1,500	6	\$9,000
1 week	mid June 2011	Process and compile online redistricting plans	NDC	Basic		1	
1 week	late June 2011	Prepare report on public submissions and comments, including translation	NDC	Basic		1	
1 day	early / mid July 2011	Present report and revised plans to Council	NDC	Basic		1	
1 week	Late July 2011	Incorporate any Council direction on plan tests or revisions and publish revised plans	NDC	Basic		1	
1 week	End of July 2011	collect comments and reactions to revised plans	NDC	Basic		1	
1 day	early August 2011	present summary, tests, and revised plan(s) to Council for vote	NDC	Optional	\$1,500	1	\$1,500
1 day	late August 2011	2nd reading by Council (if required)	NDC	Optional	\$1,500	1	\$1,500
2 weeks	August 2011	Preparation of preclearance submission to DoJ	City	Basic		1	
60 days	September-October 2011	DoJ preclearance review	DoJ	Basic		1	
60 days	November-December 2011	Potential DoJ review extension	DoJ	Basic		1	
2 weeks	December-January	County elections implementation of final plan	County	Basic		1	
n/a	April 2011 to August 2011	Online redistricting setup, user guide, training, management & processing of plans	either	Optional	to be determined		
n/a	n/a	Any additional translation of project materials	either	Optional	\$125 per page		
		"Basic" Elements Total			\$ 41,000		
		Total of "Suggested" Elements and Quantities			\$ 16,000		
		Combined Total			\$ 57,000		

PEORIA UNIFIED SCHOOL DISTRICT #11
6330 West Thunderbird Road
Glendale, Arizona 85306
(623) 486-6000

School Oakwood Elementary School

1/6/2011

Today's date _____

CONTRACT FOR RENTAL OF SCHOOL FACILITIES

Name of club/organization City of Peoria Phone 623-773-7340
Person in charge Wanda Nelson Title City Clerk
Address 8401 W. Monroe Street City Peoria Zip 85345
Type of activity/event Redistricting Public Meeting/Open House Admission fees 0.00
Dates needed 2/7/11

Wanda Nelson@peoriaaz.gov

Time In 6:00 PM Time out 7:30 PM Approximate number of participants Unknown

Facilities Requested

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Lecture Hall | <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Stadium with lights |
| <input type="checkbox"/> Auditorium - rehearsal | <input type="checkbox"/> Multi-purpose room | <input type="checkbox"/> Baseball field with lights | <input type="checkbox"/> Stadium without lights |
| <input type="checkbox"/> Board room | <input type="checkbox"/> Dressing rooms | <input type="checkbox"/> Baseball field without lights | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Cafeteria with kitchen | <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Outside Basketball courts | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Cafeteria without kitchen | <input type="checkbox"/> Home economics room | <input type="checkbox"/> Practice field | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Library | <input type="checkbox"/> Softball field | |

Equipment Requested

- | | | | |
|---|--|--|-----------------|
| <input checked="" type="checkbox"/> Chairs | <input type="checkbox"/> Podium | Pianos | Other Equipment |
| <input type="checkbox"/> Follow Spot Lighting | <input type="checkbox"/> Projector /Screen | <input type="checkbox"/> Concert Grand | _____ |
| <input type="checkbox"/> Microphones | <input checked="" type="checkbox"/> Tables | <input type="checkbox"/> Grand | _____ |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Risers | <input type="checkbox"/> Studio | |

Employees Needed

	<u>Quantity</u>	<u>Hours Needed</u>
Custodian	_____	_____
Cafeteria employee	_____	_____
Other	_____	_____

Other special needs/ instructions _____

All applicants must become familiar with and agree to abide by the printed rules and regulations of the Peoria Unified School District concerning the public use of school facilities. The charges are based on the schedule, which is a part of the Manual of Policy of the Governing Board. Payment may be required in advance. In any case, payment must be made within five days after invoice.

Wanda Nelson, City Clerk
Applicant Signature

Principal Signature

Certificate of Insurance Expiration Date

7-1-2011

FOR OFFICE USE ONLY	TOTAL AMOUNT DUE
Rental Fee _____	Equipment Charges _____
Utility Fee (A/C) _____	Personnel Charges _____

WHITE - DISTRICT OFFICE

PINK - PRINCIPAL'S OFFICE

YELLOW - CUSTOMER

JAN. 12. 2011 9:12AM OASIS ELEMENTARY SCHOOL
PEORIA UNIFIED SCHOOL DISTRICT #11
 6330 West Thunderbird Road
 Glendale, Arizona 85306
 (623) 486-6000

NO. 847 P. 1/2
 School Oasis Elementary School
 1/6/2011

Today's date _____

*X 12/11
 Dana Oeta*

CONTRACT FOR RENTAL OF SCHOOL FACILITIES

Name of club/organization City of Peoria Phone 623-773-7340
 Person in charge Wanda Nelson Title City Clerk
 Address 8401 W. Monroe Street City Peoria Zip 85345
 Type of activity/event Redistricting Public Meeting/Open House Admission fees 0.00
 Dates needed 2/7/11

Time in 4:30 PM Time out 8:00 PM Approximate number of participants Unknown

Facilities Requested

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Lecture Hall | <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Stadium with lights |
| <input type="checkbox"/> Auditorium - rehearsal | <input type="checkbox"/> Multi-purpose room | <input type="checkbox"/> Baseball field with lights | <input type="checkbox"/> Stadium without lights |
| <input type="checkbox"/> Board room | <input type="checkbox"/> Dressing rooms | <input type="checkbox"/> Baseball field without lights | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Cafeteria with kitchen | <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Outside Basketball courts | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Cafeteria without kitchen | <input type="checkbox"/> Home economics room | <input type="checkbox"/> Practice field | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Library | <input type="checkbox"/> Softball field | |

Equipment Requested

- | | | | |
|---|--|--|-----------------|
| <input checked="" type="checkbox"/> Chairs | <input type="checkbox"/> Podium | Pianos | Other Equipment |
| <input type="checkbox"/> Follow Spot Lighting | <input type="checkbox"/> Projector /Screen | <input type="checkbox"/> Concert Grand | _____ |
| <input type="checkbox"/> Microphones | <input checked="" type="checkbox"/> Tables | <input type="checkbox"/> Grand | _____ |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Risers | <input type="checkbox"/> Studio | |

Employees Needed

	<u>Quantity</u>	<u>Hours Needed</u>
Custodian	_____	_____
Cafeteria employee	_____	_____
Other	_____	_____

Other special needs/ instructions _____

All applicants must become familiar with and agree to abide by the printed rules and regulations of the Peoria Unified School District concerning the public use of school facilities. The charges are based on the schedule, which is a part of the Manual of Policy of the Governing Board. Payment may be required in advance. In any case, payment must be made within five days after invoice.

Wanda Nelson City Clerk
 Applicant Signature

 Principal Signature

Certificate of Insurance Expiration Date 7-1-2011

FOR OFFICE USE ONLY		TOTAL AMOUNT DUE
Rental Fee _____	Equipment Charges _____	
Utility Fee (A/C) _____	Personnel Charges _____	

WHITE - DISTRICT OFFICE

PINK - PRINCIPAL'S OFFICE

YELLOW - CUSTOMER

PEORIA UNIFIED SCHOOL DISTRICT #11
6330 West Thunderbird Road
Glendale, Arizona 85306
(623) 486-6000

School Sun Valley Elementary School
1/6/2011

Today's date _____

CONTRACT FOR RENTAL OF SCHOOL FACILITIES

Name of club/organization City of Peoria **Phone** 623-773-7340
Person in charge Wanda Nelson **Title** City Clerk
Address 8401 W. Monroe Street **City** Peoria **Zip** 85345
Type of activity/event Redistricting Public Meeting/Open House **Admission fees** 0.00
Dates needed 1/26/2011

Time in 7:00 PM **Time out** 8:30 PM **Approximate number of participants** Unknown

Facilities Requested

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Lecture Hall | <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Stadium with lights |
| <input type="checkbox"/> Auditorium – rehearsal | <input type="checkbox"/> Multi-purpose room | <input type="checkbox"/> Baseball field with lights | <input type="checkbox"/> Stadium without lights |
| <input type="checkbox"/> Board room | <input type="checkbox"/> Dressing rooms | <input type="checkbox"/> Baseball field without lights | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Cafeteria with kitchen | <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Outside Basketball courts | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Cafeteria without kitchen | <input type="checkbox"/> Home economics room | <input type="checkbox"/> Practice field | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Library | <input type="checkbox"/> Softball field | |

Equipment Requested

- | | | | |
|---|--|--|-----------------|
| <input checked="" type="checkbox"/> Chairs | <input type="checkbox"/> Podium | Pianos | Other Equipment |
| <input type="checkbox"/> Follow Spot Lighting | <input type="checkbox"/> Projector /Screen | <input type="checkbox"/> Concert Grand | _____ |
| <input type="checkbox"/> Microphones | <input checked="" type="checkbox"/> Tables | <input type="checkbox"/> Grand | _____ |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Risers | <input type="checkbox"/> Studio | |

Employees Needed

	<u>Quantity</u>	<u>Hours Needed</u>
Custodian	_____	_____
Cafeteria employee	_____	_____
Other	_____	_____

Other special needs/ instructions _____

All applicants must become familiar with and agree to abide by the printed rules and regulations of the Peoria Unified School District concerning the public use of school facilities. The charges are based on the schedule, which is a part of the Manual of Policy of the Governing Board. Payment may be required in advance. In any case, payment must be made within five days after invoice.

 Applicant Signature

 Principal Signature

 District Approval Signature

 Certificate of Insurance Expiration Date

FOR OFFICE USE ONLY		TOTAL AMOUNT DUE
Rental Fee _____	Equipment Charges _____	
Utility Fee (A/C) _____	Personnel Charges _____	

WHITE - DISTRICT OFFICE

PINK - PRINCIPAL'S OFFICE

YELLOW - CUSTOMER