



# City of Peoria, Arizona Notice of Request for Proposal



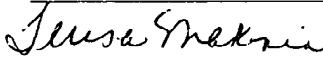
Request for Proposal No: **P13-0040** Proposal Due Date: **March 12, 2013**  
 Materials and/or Services: **Public Information and Public Outreach Services** Proposal Time: **5:00 P.M. AZ Time**  
 Contact: **Lisa Houg, CPPB**  
 Project No: **NA** Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, AZ 85345**

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

### OFFER

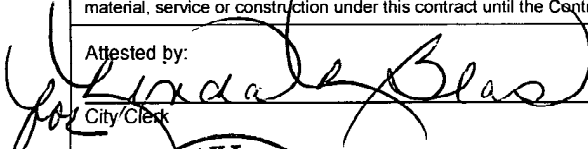
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception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

For clarification of this offer contact:	Telephone: <u>480-890-1927</u> Fax: <u>480-964-7555</u>
Name: <u>Teresa Makinen</u>	Email: <u>Teresa@MakProSvc.com</u>
<u>MakPro Services, LLC</u>	
Company Name	Authorized Signature for Offer
<u>2036 N Gentry</u>	<u>Teresa Makinen</u>
Address	Printed Name
<u>Mesa</u> <u>AZ</u> <u>85213</u>	<u>Principal</u>
City                      State                      Zip Code	Title

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

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


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

Attested by:   
 City Clerk

CC: \_\_\_\_\_

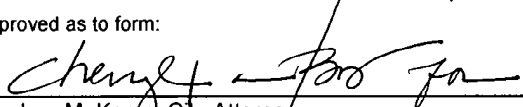
Contract Number: ACON23213

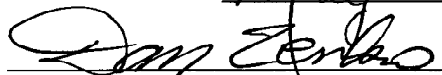
Official File: \_\_\_\_\_



Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona. Effective Date: 6/1/2013

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

Contract Awarded Date May 21, 2013  
  
 Dan Zenko, Materials Management Supervisor





# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

#### 12. AWARD OF CONTRACT:

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

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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



## STANDARD TERMS AND CONDITIONS

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

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

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



## STANDARD TERMS AND CONDITIONS

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

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



## STANDARD TERMS AND CONDITIONS

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

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.





## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Public Information and Public Outreach 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 ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Term.
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **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. 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.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Method of Approach.
  - b. Firm and Staff Experience.
  - c. Cost Considerations.
  - d. Conformance to Request for Proposal.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

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

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

12. **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.
13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **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.
15. **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.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
21. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
22. **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.



# SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

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

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

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

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

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

**23. 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 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's



# SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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.

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

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

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

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

25. **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.

26. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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.

27. **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.
- 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.
  - 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.
28. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
29. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
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. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

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

required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date
33. **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.
34. **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.
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.
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;



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- 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://www.peoriaaz.gov/NewSecondary.aspx?id=51353>



## SCOPE OF WORK

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

## PUBLIC INFORMATION AND PUBLIC OUTREACH SERVICES

### I. INTRODUCTION

During each fiscal year various City departments are responsible to implement the City's Capital Improvement Program (CIP), which includes Water, Wastewater, Drainage, Streets, Traffic Control and Community Works Program projects and infrastructure maintenance projects. A representative for the City (Project Manager) will be responsible to develop a public involvement plan for each assigned project.

It is the City of Peoria's goal to promote public involvement and public outreach to communicate with City officials, Management and staff, road users, the general public (including those with disabilities or language challenges), area residences and businesses, and appropriate public entities giving attention to language, access, and the needs of other special populations about project information; road conditions in the work zone area; and the safety and mobility effects of the work zone related to the CIP projects and infrastructure maintenance projects.

To achieve its goal for good public information and outreach it is important to establish an environment of open channels of communication and meaningful public participation. The City of Peoria is soliciting proposals from qualified firms to assist the City with identification and implementation of communication strategies and techniques most appropriate. The degree of effort to be provided by the Firm will vary depending upon the complexity of each project.

### II. GENERAL REQUIREMENTS

Public relations programs consist of public outreach and public involvement through the various phases of the project. Outreach occurs throughout all phases of a project while public involvement generally occurs during the planning, design and construction phases.

Public outreach keeps the public and top decision makers in the City and community informed through updated information about proposed project effects, scheduled community meetings and other events. Through involving the public in shaping the project, staff gets an understanding of the outcomes that the public wants and expects. In addition, public involvement helps to anticipate key issues and mitigate or eliminate potential conflicts that may significantly affect the successful delivery of a project. The earlier involvement and outreach begins, the more successful the project is likely to be.

Projects have varying degrees of public and stakeholder interest depending on whether they have a direct physical impact, introduce a controversial change to a community or neighborhood, have an economic impact, or represent a high level of public investment in the City's infrastructure. Most communication with the public will be on specific projects through written communication, public information meetings, informal community presentations, or conversations with affected individuals. Informational presentations with local governing bodies may be held as needed or requested, as well as





## SCOPE OF WORK

Solicitation Number: **P13-0040**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

formal meetings with elected officials. Types of communication techniques include newsletters, e-newsletters, e-blast templates, hotlines, direct mail, meeting flyers, door hangers, meetings, web sites, fact sheets, meeting agendas & sign-in sheets, power points, directional signs, meeting facilitation, FAQ's, etc. The PM and Buyer will meet with the Firm to develop a public involvement plan for the specific project.

The Firm when requested shall prepare and submit a public involvement program proposal for each construction or maintenance project. The proposal shall list all tasks with a description of scope, identification of key personnel to implement the work and their title or functions and a fee schedule.

The Firm, Project Manager and Buyer shall review the proposal. The City's Project Manager, Project Consultant, Contractor and Office of Communications shall review all material to be distributed prior to being released by the Firm. The Public Involvement Plan shall include but not be limited to:

### **A. Community Involvement**

#### **1. Public Meeting:**

The public is defined as a broad group of citizens interested in general information about the project but that may not be directly impacted. The public meeting must be held for a minimum of 2 hours.

The Firm shall upon request initiate and/or attend public meetings as required by the Project Manager. The public meetings may be a formal presentation format, open house format or a combination of both. These large-scale meetings will encourage public attendance and foster public awareness of project developments and alternatives that are being evaluated. These meetings will also provide a forum for general public input, including concerns and comments regarding project alternatives.

Efforts included under this task may include:

- Coordinate with the Project Manager and Project Consultant to develop the electronic mailing area and list of key participants.
- Make arrangements for a meeting facility.
- Provide refreshments.
- Mail notices to list of key participants.
- Coordinate preparation of the power point presentation and display boards, prepare and provide meeting sign-in sheets, comment cards, name tags, easels, sign graphics, sign stands, meeting directional signs, meeting set up and take down services, and record questions and comments.
- Prepare written responses and/or recommendations to questions/comments arising out of the meeting.



## SCOPE OF WORK

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- Distribute responses to public meeting attendees and prepare a Final Meeting Report to the PM (one hard copy and an electronic copy).
- The Final Meeting Report shall include a copy of the sign-in sheet, power point, display boards, meeting notices, copies of the comments and question cards and project responses to the attendees and shall be submitted to the PM within 5 business days of date of meeting.

### 2. Stakeholders Meeting:

The Firm shall upon request by the PM initiate and/or attend Stakeholder meetings. As part of the overall public involvement program for the project, the City requires Stakeholder meetings which will set forth opportunities for public involvement and participation in the project. Stakeholders are defined as groups that are directly impacted by the project and are interested in specific project details. Such groups include: neighborhood associations, school corporations, civic organizations, local officials, community and business groups, and any other interested individuals.

The goal of the smaller-scale stakeholder meeting is to actively seek the participation of specific communities, agencies, and individual interest groups throughout the project development process. While such meetings are intended to focus on concerns related to a specific group of individuals, they are open to the public but will not be advertised. The stakeholder meeting provides the framework for achieving consensus and communicating the decision-making process between the communities, agencies, and individual interest groups to identify solutions for the project.

Efforts included under this task may include:

- Assist with the identification of each stakeholder group, both internal and external to the City.
- Coordinate with the Project Manager and Project Consultant to develop the mailing area and list of stakeholders.
- Make arrangements for a meeting facility.
- Mail notices to list of stakeholders.
- Coordinate the preparation of meeting handouts, help create a proactive, interactive dialogue with each stakeholder group, prepare and provide meeting sign-in sheets, and comment cards, document raised issues and resolutions to issues.
- The Firm shall record questions and comments.
- Coordinate with the City's Project Manager and Consultant to prepare written responses and/or recommendations to questions/comments arising out of the meeting.
- Distribute responses to Stakeholder meeting attendees and prepare meeting minutes. The meeting minutes shall include a copy of the agenda, sign-in sheet, meeting handouts, meeting notices, copies of the comments and question cards and project responses. Hard copies and a electronic copy of the meeting minutes shall be distributed to the meeting attendees and project team within 5 business days of the meeting date.



## SCOPE OF WORK

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

### 3. Progress Meeting:

The PM may require assistance to initiate and conduct these meetings throughout the duration of the project. The Firm shall upon request initiate and/or attend progress meetings as required by the PM. Early establishment of the reporting relationships between the Consultant, Contractor and the PM is important for the successful design and construction of the project. The PM is responsible to conduct periodic project meetings to assess progress, verify adherence to the contract documents, document performance, plan for completion, and take action to resolve current problems.

During the design phase, there are three (3) basic categories of meetings: project kick-off, monthly progress and special design review or issue resolution. During the construction phase, there are three (3) basic categories of meetings: pre-construction, progress, and special meetings.

Efforts included under this task may include:

- Coordinate with the Project Manager and Project Consultant or Contractor to schedule the meeting date and time.
- Book a meeting room.
- Prepare and provide meeting sign-in sheets, meeting agenda, and prepare meeting minutes. The meeting minutes shall include a copy of the sign-in sheet, agenda, and notes from the meeting. The Firm shall distribute a hard copy and a electronic copy of the meeting minutes to the attendees within 5 business days of the meeting date.

### 4. Personal Contacts

A member of the Firm shall manage and implement door-to-door, email, text and phone contact during the duration of the Project. The City will assist the Firm with email communications and responding to phone communications. The Firm shall be responsible for all door-to-door communications. These contacts shall be necessary to keep the public aware of all issues pertaining to the Project, such as all road and driveway closures, access and utility disruptions. Contact shall occur as negotiated and shall consist of information explaining the planned work, impacts, the expected duration of the project, contact information, and answering questions. These contacts shall be conducted within the project limits.

The Firm shall document the date, location, person and issues discussed at each visit and prepare a Final Personal Contact Report. The Firm shall distribute a hard copy and an electronic copy of the report to the PM within 5 business days of the completion of the personal contacts.

### B. Distribution of Information/Materials

To convey a consistent identity and message throughout the Project, the various tools for dissemination shall comply with the project branding requirements, as set forth by the City. At a



## SCOPE OF WORK

Solicitation Number: **P13-0040**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

minimum, the Firm shall utilize the tools in this section for information dissemination.

### 1. Notices

Notices and visual presentations are essential public information materials that will provide straightforward information to the public about each of the identified projects. The notices may consist of information letters or newsletters and will contain up-to-date project information allowing the reader to follow the technical steps of the project and to understand how decisions are being made. The notices will be written in a clear, concise, and user-friendly format and will be widely distributed to the project mailing list. They will contain information on what to do to respond, comment, get more involved, or get on the mailing list for the identified project. Renderings, simplified diagrams and other visual tools may be included in the notices to communicate the various alternatives under consideration. The target audience is the broader public and goes beyond those who attend public meetings. Ultimately, they will demonstrate that the City understands and values communication with the public and will be published to coincide with key milestones.

Other notices such as flyers and fact sheets will be prepared as necessary to support public involvement and education needs. A stakeholder contact database of mailing addresses, email addresses, and electronic listserv will be maintained as the primary list for the distribution materials.

The Firm shall prepare and distribute project notices to all stakeholders and the general public (including those with disabilities or language challenges), area residences and businesses, and appropriate public entities, residents, businesses, schools and churches within an area to be determined by the Project Manager, giving attention to language, access, and the needs of other special populations. The notice shall contain, at a minimum, the following information:

- Name of Contractor.
- The 24-hour Hotline number.
- Brief description of project.
- Project location map.
- Name of Project Consultant.
- Name of Project Superintendent (Contractor).
- Name of Project Manager (City of Peoria).
- Construction schedule including anticipated work hours.
- Traffic regulations including lane restrictions.
- Any other information as deemed necessary by the Project Manager.

The Firm may print and mail or hand deliver the notices. If mailed the firm will include a list of the names, addresses, and receipt of postage or delivery for recipients of the notices. Depending on the complexity of the project the notices may be distributed; weekly, monthly, quarterly or as



## SCOPE OF WORK

Solicitation Number: **P13-0040**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

needed. When the recipient list changes by 25 percent a new list shall be delivered to the PM. An electronic version of the notice shall also be made available on the City's website and distributed via email to individuals who have asked to be included in an e-mail database.

A final draft of each notice shall be submitted to the Project Manager and the City of Peoria Office of Communications for review and approval at least three (3) working days before the planned distribution.

### **2. Door Hangers/Post Cards**

The Firm may be required to prepare door hangers or post cards. The door hangers or post cards will either be: a) provided to the City and Contractor to facilitate distribution; b) the Firm will distribute door-to-door; or c) the Firm will mail. The door hanger or post card shall include, at minimum a brief project description, date/time of activity or disruption, contact information, and exhibit of project limits.

The door hangers or post cards provide short term advance notification to various homeowners or businesses notifying them of certain planned and unplanned construction activities or service disruptions, on an as-needed basis. Such disruptions include: ingress & egress driveway impacts, mail delivery, school and transit bus service, garbage, water, power, and dry utility service disruptions, etc. The Firm may be required to coordinate with utility companies, the PM and the Contractor as directed by the PM.

### **C. 24 Hour Hotline**

The Firm will be required to furnish a private telephone Hotline and an e-mail address as a means of receiving community input, answering questions, and prompting possible solutions regarding project related activities. The hotline shall be available to the public 24 hours a day, 7 days a week, and shall be publicized in all project information materials and signage throughout the project. The Hotline must have TDD capabilities and must be a free call for the public. Additionally, the Hotline shall be staffed during major construction activities, such as bridge demolitions and special events. The City will provide the specific special events needing hotline staffing in conjunction with the Contractor's major construction activities.

The answering service shall be manned by Firm personnel and/or an approved answering service, answering machines and pagers are not acceptable. The Firm shall maintain a log of incoming calls, responses, and action taken. A hard copy of the call log, responses and actions taken shall be submitted to the PM monthly and/or upon request. The Firm shall maintain a direct telephone line into the main office during normal business hours. An answering service is acceptable only after normal business working hours, i.e. before 8:00 AM and after 5:00 PM and on weekends. An immediate response is preferable for all calls. However, all voice mail messages shall be replied to within 24 hours of receipt, including weekends and holidays.



## SCOPE OF WORK

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

The Firm shall also create and maintain a project e-mail address and ensure the address is available for anyone interested in contacting the project team. The Firm shall provide a staff person to respond to computer inquiries.

#### **D. Website Information Dissemination**

The City will host the Building Peoria website on the City server. The PM may require assistance in updating the City's webpage. The Firm shall provide all project related public information to the widest distribution of interested parties on a weekly basis. In crisis situations or other events where immediate notification is necessary, the Contractor shall provide content immediately to City for posting to the project website. Users will find an array of information on the project including the following:

- Project Purpose and Background
- Schedule and Timeline
- Progress/Status Section
- Maps and Renderings
- Frequently Asked Questions
- News Releases/Updates
- Community Outreach
- Implementation Committee Information
- Feedback and E-mail
- 24 hour Hotline
- Meeting Dates and Times

Project-specific websites may be used for individual projects or plans that are significant in scope and may require the need for a project specific webpage. The site may be used when the project information is too extensive to be included on the City's web page. The specific site can include meeting announcements, comment forms, project updates, and project team contact information. The PM will determine when a project specific webpage is necessary.

#### **E. Project Identification Signage**

Public information and warning signage shall be maintained throughout the Project at each construction area. The number of signs shall be determined by the Project Manager. The Firm shall furnish, install and remove project signs per City specifications (see Attachment A). A project sign shall be placed at each end of the project limits or as determined by the PM.

The Firm or a designated representative of the Firm is required to contact the Blue Stake Center, other jurisdictions, and any City and non-City utilities or service providers within the project limits to determine the locations of their facilities within the areas affected by the project. Information about the Arizona Blue Stake one call locating identification center can be found at <http://www.azbluestake.com>.



## SCOPE OF WORK

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

#### **F. Meeting Facilitation**

There may be a time when the PM requires the Firm to assist with meeting facilitation. Upon request, the Firm shall provide a trained and neutral meeting facilitator to run public events. The facilitator's responsibilities are distinct from the local planner at a meeting. A facilitator advises on the venue and agenda, ensures that everyone is heard and respected during the meeting, and keeps meetings running as smoothly as possible. Besides keeping meetings on time and on target, a facilitator draws out audience participation, helping to address topics in an orderly, clear manner and assuring that everyone has an opportunity to speak.

#### **G. Multilingual/TDD Service**

While developing the communication and outreach efforts the Firm must keep in mind the diversity of stakeholders and ensure that methods of communication meet the needs of those individuals/groups (including those with disabilities or language challenges). Interpreters, alternative language materials and presentation styles may need to be considered when communicating with some stakeholder groups. The Firm shall be prepared to provide the following services:

- Provide the capability of responding to telephone calls in English, [*Spanish, other*].
- Provide the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.
- Provide the capability of providing an interpreter, [*Spanish, other*] to any public meeting.
- Provide the capability of translating all written materials [*Spanish, other*].
- These capabilities shall be maintained for both the local telephone number and the 24 hour Hotline telephone number.



## SUBMITTAL REQUIREMENTS

Solicitation Number: P13-0040

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### I. SUBMITTAL REQUIREMENTS

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. Proposals shall be on 8 ½" x 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. The proposals shall not exceed twenty (20) pages in length, but shall include all of the elements below.

- A. Method of Approach to accomplish the services outlined in the Scope of Work. Provide a detailed description of all services to be provided. Include other areas that may not have been identified in the Scope of Work, but that may be of relevance and importance based upon your firm's experience in providing similar services to other clients.
- B. Firm & Staff Experience. Demonstrate ability to fully perform services as defined in the Scope of Work as reflected by experience and qualifications of personnel proposed to be assigned to perform the services. Include a list of key personnel and identify any bilingual capabilities.
- C. Fee Schedule. The Firm shall submit a Fee Schedule and provide an itemized list of applicable fees for services listed in the Scope of Work to include each service.
- D. Additional Data Support. Provide three (3) references preferably from public entity clients.

### II. PROPOSAL EVALUATION

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

- A. Method of Approach.
- B. Firm & Staff Experience.
- C. Cost Considerations.
- D. Conformance to Request to Proposal.

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

Interviews with selected top ranked firms will be held on **April 10, 2013**.

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to [Lisa.Houg@peoriaaz.gov](mailto:Lisa.Houg@peoriaaz.gov).





## QUESTIONNAIRE

Solicitation Number: **P13-0040**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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

- No Exceptions.
- Offeror takes the following Exceptions:

**City of Peoria Business License:** Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.

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

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

Information attached in Appendix.



## ATTACHMENT A

Solicitation Number: P13-0040

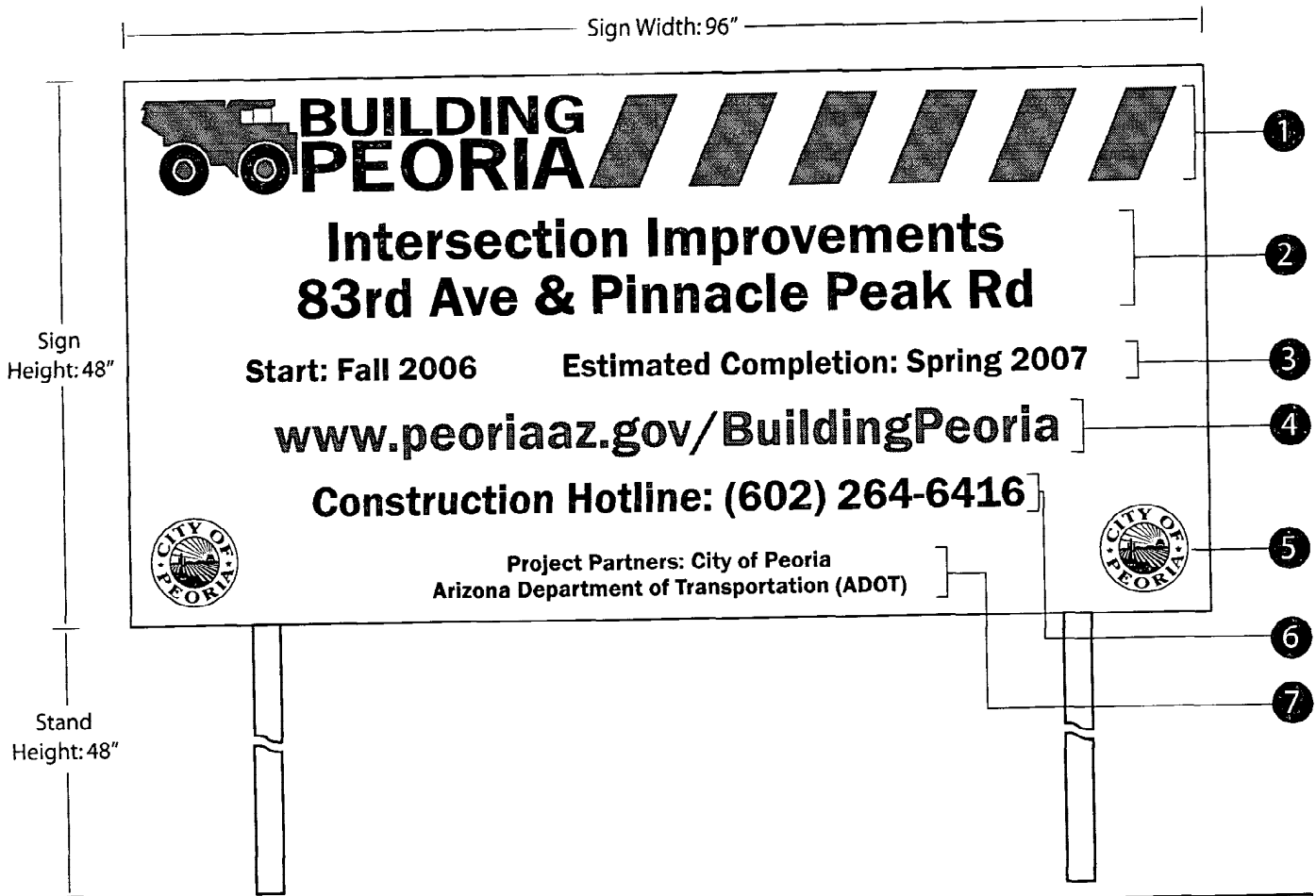
**Materials Management  
Procurement**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

CITY OF PEORIA  
CONSTRUCTION SIGN SPECIFICATION  
*(Sign Specification is currently under revision)*

SEE ATTACHED

# City of Peoria Construction Sign Specifications



## Specification Overview:

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

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

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

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

## Specification Details:

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



---

***SOLICITATION NUMBER: P13-0040***

***PUBLIC INFORMATION AND  
PUBLIC OUTREACH SERVICES***

---

---

**MARCH 12, 2013**

---

**Makro**  
Services



**MakPro Services, LLC**  
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927  
Fax: 480-964-7555  
Email: [teresa@makprosvc.com](mailto:teresa@makprosvc.com)

March 12, 2013

City of Peoria  
Materials Management Procurement  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560  
Attn: Lisa Houg, Contract Officer

Subject: City of Peoria Solicitation Number P13-0040, Public Information and Public Outreach Services, Addendum No. 1, dated March 11, 2013

Dear Ms. Houg and the Selecting Officials:

MakPro Services (MakPro) values this opportunity to express our long standing commitment to providing vital construction information and building relationships with project stakeholders. Throughout this proposal, we document our interest and experience in providing Public Information and Public Outreach Services for the City of Peoria.

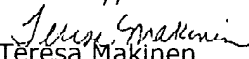
MakPro strives to set the standard for quality communications for each and every client and project. One of our primary objectives is to become a seamless part of every project team. We provide our services professionally, listen and understand our client's requirements, execute the public information plan and are extremely flexible to change, which is essential for construction projects. Public information and outreach is what we do, we are not another department in a large organization with high overhead that comes with layers of organizational staff and management. We understand the current economic environment and the need to provide quality project communication with an eye on the taxpayer dollar, and we conduct our business accordingly.

MakPro was established in 1998 and has extensive experience in public information, public involvement, public outreach, and civic engagement. MakPro has managed public involvement and outreach for many municipalities and federal entities, in addition to teaming with numerous engineering firms and general contractors. One of our goals as part of the project team is to provide valuable stakeholder input at project team meetings. This input is vital in order for the team to make informed decisions and to keep stakeholders satisfied.

Our diverse public information and outreach experience provides our staff with the knowledge and understanding of stakeholder's expectations when it comes to construction communications. MakPro considers itself a stakeholder on every project and we go above and beyond what we, too, would expect if we were being impacted by a project. MakPro has a long-standing working relationship with many municipalities in Arizona, along with respective staff in planning and development, capital projects and engineering, and executive leadership. MakPro Services is a **DBE/WBE/SBE** certified firm and maintains Federal CCR registration.

We look forward to the opportunity to work with the City of Peoria.

Sincerely,

  
Teresa Makinen  
Principal

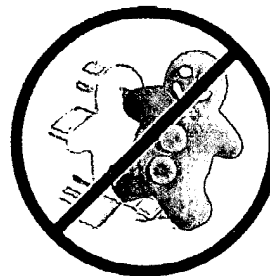
**MakPro Services, LLC (MakPro)** is an Arizona Limited Liability Corporation which has been conducting public information and outreach services, for projects of all size and scope in design and construction for over 14 years. We are a full-service public information and outreach service firm, working for many municipalities in the Valley and the State of Arizona.



MakPro will provide the City of Peoria with a responsive, committed, results-oriented public information and outreach element for your projects. We work as an extension of the City of Peoria staff by coordinating and communicating project information to internal and external project stakeholders. We work closely and coordinate our efforts with the City's project team and public information office so that when inquiries or comments are received by the media, local businesses or Peoria residents, responses can be coordinated to minimize miscommunications related to the project. We have extensive knowledge of communications required by municipalities; and since our staff has provided similar services to many municipalities, including Peoria in the past, we understand municipal organizational structure and processes, and we can hit the ground running on your next project.

### ***A. Method of Approach***

MakPro develops a tailored approach to each client and project. We've found that the best strategy for communications is not found in applying a "cookie cutter" approach to projects, but looking specifically at the project's stakeholders, how they may be impacted, positively or negatively, by a project, and determining the best method to communicate so that they have access to the project team to provide their comments and concerns, and the project team has access to the stakeholders to be able to provide consistent, current project information.



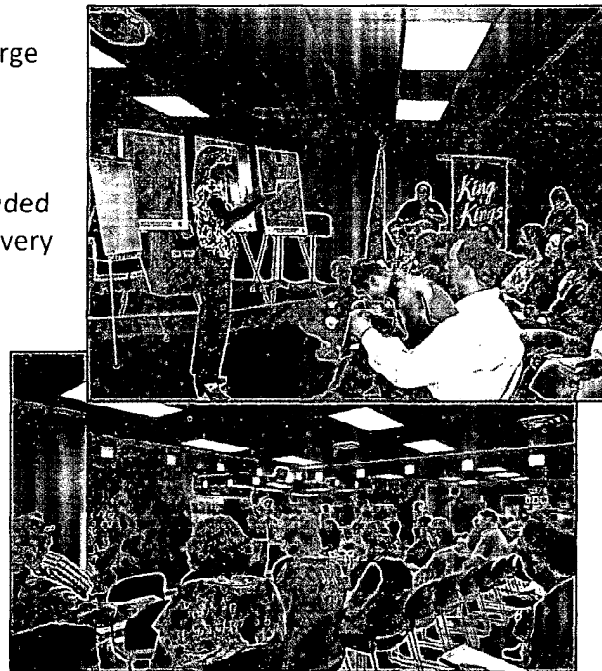
We believe in a "grass roots" approach to our projects, as our goal is to be involved, building relationships with project stakeholders, as early as possible in the project's planning or design. We've found this not only suits the project well so that issues can be addressed early on, it also suits the stakeholders well so that they will know what's taking place and will know their interests are being considered during the course of the project. The sooner we can build our foundation in communicating with project stakeholders, the better for the project so that those communications can add value later in detailed design or project construction, for the benefit of the project, the City, and the community.

MakPro utilizes a variety of tools and techniques to communicate and provide opportunities for input related to the projects we have the privilege of being a part of. We've provided a brief glance at some of the tools and techniques as part of this submittal. In addition, as attachments we've provided our staff resumes and a few recent examples of our work.

## Community Involvement

- *Public Meeting:* MakPro has conducted hundreds of public meetings for small to large groups, sometimes with more than 100 participants. We recently facilitated public meetings on behalf of the Bureau of Land Management for the APS Siting which included a couple of meetings in Peoria which were very well-attended. While there were many participants, well over 130, the facilitation provided an opportunity for participants to provide their input into the process.

We coordinate all aspects of the public meeting to include reserving a venue, refreshments, developing and distributing notices or invitations for participants, coordinating any presentations and AV needs, providing administration to include sign-in sheets, name tags, and finally, facilitation and documentation of the meeting and comments.



This information is provided to the project manager within five business days of the meetings.

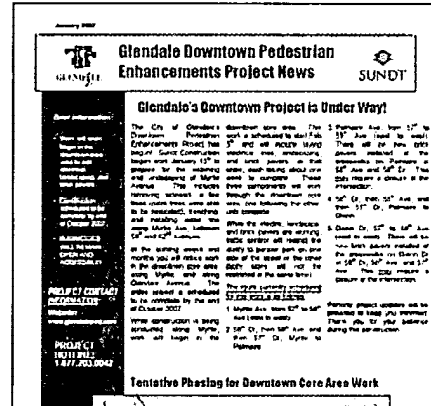
- *Stakeholder Meeting:* MakPro regularly coordinates and facilitates stakeholder meetings, whether they are related to specific projects or topics. Most recently, we worked as part of the City of Peoria's Open Space Program, to convene a series of meetings of stakeholders, or partner agencies, to discuss the open space plan and provide an opportunity for their input. During these typically smaller, more focused discussions with those having a special interest in a project, MakPro works to assist in identifying and inviting appropriate participants, coordinating a venue, preparing any necessary meeting materials, and is responsible for facilitation and documentation of the meeting. Information is distributed to meeting attendees and the project team within five business days of the event.
- *Progress Meeting:* MakPro coordinates and documents progress meetings for projects, most recently the City of Glendale's Fire Hydrant & Valve Replacement Project. This work includes coordinating and communicating with the project manager and team to develop an agenda for the meeting. We coordinate a venue and send out/track meeting invites, as well as any follow-up to meeting attendees. We take meeting notes during the meeting, and manage meeting sign-in sheets or any other handouts such as project schedules, look-ahead's, or tracking logs. Meeting notes are typed and e-mailed to meeting attendees within 2-3 days of the meeting, and a hard copy will be provided.
- *Personal Contacts:* Arguably, this is one of the most difficult and important tasks when discussing public outreach and information. Whether it's visiting with a resident for a specific issue, or with impacted businesses to inform them of restrictive activities, one on one contact takes an approach that is responsive, sincere, and honest. In addition, we've

found our regular e-updates to businesses and residents, during the course of a project, are very much appreciated, with several of our projects having e-distributions of 300-400 interested individuals. Residents and businesses want to know what is planned, that they are important, their concerns are being heard, and the project team is working to minimize the impacts. This is an ongoing task for MakPro on every project we work, and quite possibly one of the activities that sets us apart.

**Distribution of Information/Materials.**

- MakPro typically provides information and materials as a regular course of business. Providing consistent, responsive, current messaging and information as part of projects is a critical component of the communication process. While many times this is complimented by personal contact, regardless, we provide written information so that there are no misunderstandings about the message and it provides project contact information for project inquiries or comments.

Information for projects can include regular or half-sheet postcards, as well as flyers, newsletters, or customized print material. In addition, we regularly provide door hangers when direct contact is required, for example during water service interruptions or when there is a direct impact to specific properties. Written information is reviewed through the pre-established channels to ensure that everyone is "on the same page" when it comes to the project messages. This is important so that when project stakeholders or interested individuals contact anyone on the project team or with the City, they will receive the same information.



**Water Main Break**  
61<sup>st</sup> Avenue/Bethany Home Road  
Construction UPDATE

The water main break which occurred in late January has been repaired. In addition, contractor crews installed new curb, gutter, sidewalk and ADA (Americans with Disabilities Act) ramp. Initial work was completed on the subgrade (material below the asphalt pavement in the road) to prepare the road for paving; however, very wet conditions prohibited that work from being completed in a manner that would result in a long-term fix. The subgrade has recovered and crews are scheduled to pave 61<sup>st</sup> Avenue at Bethany Home Road on Friday, February 26<sup>th</sup>, which should complete this work.

We apologize for any inconvenience this work may have caused and thank you for your patience during this necessary repair. Should you have questions regarding this work, please feel free to contact our project hotline at 1.877.203.0042.

**NOTICE!**

AS PART OF THE CITY OF GLENDALE NORTHERN AVENUE STORM DRAIN PROJECT, YOUR WATER SERVICE WILL BE OFF SATURDAY (JAN 23) at 11:00 PM, until SUNDAY (JAN 24), at 7:00 AM WHILE CONSTRUCTION CREWS WORK ON THE WATER MAIN SERVICING YOUR PROPERTY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE AND WILL MAKE EVERY EFFORT TO MINIMIZE YOUR WATER SERVICE DISRUPTION.

Project Hotline - 1.877.203.0042

**24 Hour Hotline.**

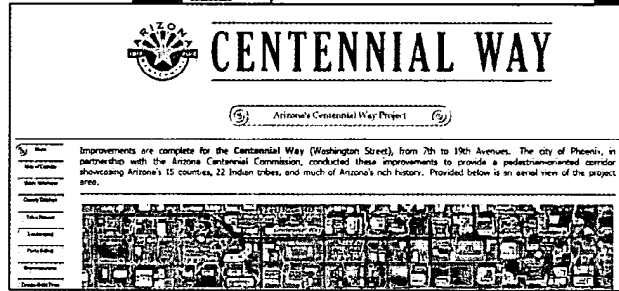
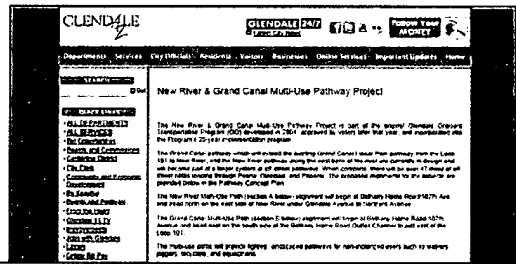
- MakPro regularly provides 24/7 project hotlines for our project. Our hotlines are capable of responding to non-hearing (TDD) individuals and to non-English (Spanish) speakers as well. We maintain a hotline log which includes date/time of call, caller contact info, caller's concern or question, and how we responded. We are not off at 5pm or on weekends...all calls are responded to in an expedient manner, and for those not directly remedied, a response is provided within four hours or less. In addition, MakPro easily accommodates providing an e-mail address for project information.





**Website Information Dissemination.**

- At MakPro, we know and recognize that the community is a much more tech-savvy place than it used to be, and people are finding ways to communicate outside of the typical telephone call or written information. To provide web-based materials, MakPro typically works with the webmaster or appropriate staff or our clients to provide updated, current project-based information, as well as contact information for our projects. In fact, in instances where a separate project website is needed, our staff is trained to develop and maintain websites that can be user-friendly and provide the necessary information. This can sometimes be helpful if the client would like to establish a URL that is easily remembered, and would like to minimize the burden to website visitors that need to navigate through the sometimes daunting websites of municipalities that need to provide a lot of varying information to their residents and businesses.



**Project Identification Signage.**

- MakPro is prepared to furnish, install and remove project signs per City specifications as required by the project. As part of this work, necessary advance contacts will be made with Blue Stake and any City or non-City utilities or service providers within the project limits.



**Meeting Facilitation.**

- MakPro has facilitated hundreds of meetings for groups of 2 to 200. Our meetings have included larger presentations, public meetings, open houses, planning sessions, and facilitated discussions on controversial topics or projects. We believe it's important for meeting attendees to have an opportunity to participate in discussion, to provide their thoughts, ask questions or clarify, and for the project team to be able to respond so that all hear the information in the same way. We think this



process is so very important to the planning, design, and even the construction process of a project so that participants feel as though their time is appreciated and not wasted with information that could otherwise be provided in a flyer or newsletter. The successful facilitation of these discussions allows all to have an opportunity to provide their thoughts, and requires participants to think out their comments so they get to the key points and help the meeting move forward.

**Multilingual/TDD Service.**

- MakPro works with a translator to provide bilingual translation of written materials, as well as responding to individual hotline calls or inquiries. We provide interpretation for public meetings which can be conducted through 1) direct translation when there are many non-English speaking participants; or 2) via headsets provided to non-English speakers, so that non-English speakers do not feel out of place for the translation, and the information can be provided simultaneously in English and Spanish.

**B. Firm & Staff Experience**

MakPro Services, LLC (MakPro) is a Limited Liability Corporation registered with the Arizona Corporation Commission. MakPro has been conducting public relations and information services, to include public information and public outreach for projects of all size and scope in all phases of planning, design, and construction for over 14 years. We are a certified S/W/DBE entity. MakPro Services, LLC is registered with the Arizona Disadvantaged Business Enterprise Program. In addition, MakPro Services, LLC is registered with the Federal Government’s System for Award Management (SAM) (formerly Central Contractor Registration (CCR) and ORCA).

Teresa Makinen is the founder and principal owner of MakPro Services. She appreciates the relationships she’s had the opportunity to develop through her work, with both clients and affected stakeholders, and believes that it’s this kind of “relationship building” that sets MakPro apart when it comes to public information and communications. Almost all of MakPro’s projects are for repeat clients, so relationships are not only important – they are everything!

Our full-time staff includes the following individuals:



**Teresa Makinen** is Principal for MakPro Services, and has over 14 years experience in public relations, involvement and outreach, meeting facilitation and project administration. She has worked on projects of all size and scope and has developed public information plans which range in complexity from basic newsletters and hotlines, to assembling steering committees and community advisory panels. Teresa was presented with a Service Award for communications during construction from the Downtown Chandler Community Partnership, which represents Chandler downtown businesses. She holds a Bachelor of Science degree in Accounting from Arizona State University. Teresa is a registered practitioner with the US Institute of Environmental Conflict Resolution for her facilitation and meeting management skills.

**Anne Pashia-Morton** has worked with MakPro for over 4 years. She has managed public outreach programs, which include all aspects of our work, for many of MakPro's projects. She has 16 years experience in sales and marketing, and is a former marketing professional for two local major Scottsdale resorts and the Scottsdale Convention & Visitors Bureau. She understands the importance of communication and relationships, and works as part of the project team to ensure that stakeholders are informed. She was awarded Director of Marketing of the Year for Morgans Hotel Group.



**Douglas Makinen** has worked for MakPro for 4 years. He has 14 years experience in project management, and is a retired project manager for Salt River Pima-Maricopa Indian Community and City of Scottsdale. His experience with municipal capital projects provides valuable insight on what's required to achieve success on our projects. He understands the importance of public communication when it comes to large construction projects and works to communicate as part of the project team. He has worked on projects to include the Glendale Valve Replacement project and works to coordinate with stakeholders and provide notifications for water shutdowns related to the project. Doug holds a Bachelor of Arts degree in Management from University of Phoenix. Doug is LEED AP\* certified and a certified Project Management Professional (PMP).

MakPro has provided public information and outreach services on numerous projects, for many municipalities in Arizona. Provided below are a few of examples of comparable projects:

<p><b>City of Chandler - Dobson Rd/Chandler Blvd Intersection Improvements Project</b></p>
<p>This project was a federally-funded ARRA project, low bid procurement, which included complete intersection reconstruction to add thru lanes, turn lanes, median island adjustments, storm drain pipe, retention basin, and utility relocations completed by respective utilities. MakPro's role included a project hotline, coordinating a public open house, newsletters, project website, regular e-updates, business notifications, intersection flyers, resident postcards and door hangers for localized closures and water shutdowns, and coordination of sign relocations for signs in the improvement area.</p>
<p><b>City of Glendale - 51<sup>st</sup> Ave/Northern Ave Intersection Improvements Project</b></p>
<p>This project was a federally-funded ARRA project, low bid procurement, which included complete intersection reconstruction to add bus bays, dedicated right turn lane, and median islands at all four approaches to the intersection. This improvement also included utility relocations for SRP, Cox and Qwest, prior to contractor work taking place. MakPro's role included notifications and close coordination with businesses at the intersection, coordination with City of Glendale Marketing for webpage updates and Council updates. In addition, coordination was necessary with the historic neighborhood on the southeast corner of the intersection.</p>

### **City of Phoenix - Centennial Way Design-Build Project**

MakPro was selected as part of an exclusive project team to provide the public involvement on the State's 100-year Centennial Way Project. This federally-funded design-build project includes pedestrian enhancements to Washington/Adams Street, from 7<sup>th</sup> Avenue to 19<sup>th</sup> Avenue, to integrate shade structures, county displays, and Indian tribal elements, as well as enhanced landscaping and general road and sidewalk improvements. This extremely challenging public involvement project required MakPro to think beyond traditional involvement campaigns due to the very short schedule for such a collaborative project, Arizona's Centennial. MakPro's role included assembling a steering committee of area property owners and organizations to discuss and provide input into design elements and project elements; coordination with and presentations to the Inter-Tribal Council of Arizona, County Supervisors Association of Arizona, Arizona Centennial Commission; as well as interaction with Arizona's 22 individual tribes, 15 counties, and an exclusive historian group of seven members to develop and review historical text and information. The groundbreaking took place with construction kicking off as well. Public relations included a project hotline, numerous project presentations, public meetings, a partnering session, several stakeholder meetings or presentations, project e-updates, project flyers and postcards, and a project website at [www.CentennialWayAZ.com](http://www.CentennialWayAZ.com), managed by MakPro.

### **City of Chandler - South Arizona Avenue Improvements Project**

Project included pedestrian-oriented, downtown enhancements to encourage redevelopment in the project area. MakPro's role included a "cradle to grave" involvement in the project, from planning to design to construction. Public relations included public meetings, coordination with downtown businesses, residents, and regular interaction with the City's Planning, Engineering, Public Affairs, and staff.

### **City of Scottsdale - Pima Road Improvements Project**

Project includes widening of Pima Road, from Thompson Peak to Pinnacle Peak, to six lanes, with major storm drain improvements and drainage channel construction. MakPro's role included a project hotline, project open house, project newsletters, coordination with local businesses and neighborhoods for access issues, service disruptions, and project coordination. In addition, the project included a project website managed by MakPro.

### ***What does MakPro do that makes us unique?***

- We have a proven history with many municipalities in Arizona, and appreciate the relationships we've had the opportunity to build with project managers, and all the municipal staff. We understand municipal processes and know how to communicate internally to respond to inquiries. We have worked on many municipal projects of all size and scope, in all stages of planning, design, and construction to provide public relations support and convey project information to stakeholders.
- We look at each project as unique and tailor the approach and public outreach to that project. We do this working as a team with the City's project manager, public information office, and key departments.
- We believe that communication is important – whether it's communicating with our project manager, as part of the project team, at public meetings, or with individual residents and businesses. We take this seriously and we always recognize that we are perceived as a part of the City, and respond to comments and inquiries to ensure that residents and businesses continue to maintain a high regard for the duties of the City.

- We provide personal attention to our clients. Public relations is what we do, we are not just another department in a large company....we focus on the project, client and stakeholders. MakPro Services is a small business that is on-call 24/7, our work hours are dictated by the project needs. We provide our clients with results, not excuses.

### C. Fee Schedule

<b>MakPro Staff Hourly Rates</b>	
Principal	\$110.00
Associate	\$90.00
Translation Services	\$90.00

<b>Task / Activity</b>	<b>Cost / Fee</b>
<b>COMMUNITY INVOLVEMENT:</b>	
Public Meeting Preparation, Administration, Facilitation, and Documentation	See hourly rate schedule
Stakeholder Meeting Preparation, Administration, Facilitation, and Documentation	See hourly rate schedule
Progress Meeting Preparation, Administration, and Documentation	See hourly rate schedule
Personal Contact via individual personal, electronic, or telephonic discussions with residents, businesses or property owners, and documentation of such	See hourly rate schedule
<b>DISTRIBUTION OF INFORMATION/MATERIALS:</b>	
Notices: - Drafting, revising, preparing for print and distribution - Compiling address list and stakeholder database	See hourly rate schedule Printing provided at invoice Postage based on current rates
Door Hangers/Postcards: - Drafting, revising, providing to City/contractor for distribution - Drafting, revising and personal door-to-door distribution - Drafting, revising, preparing for print and distribution	See hourly rate schedule Printing provided at invoice Postage based on current rates

<b>24-HOUR HOTLINE:</b>	
- Set-up, respond to, document hotline inquiries	\$600 / month
<b>WEBSITE INFORMATION / DISSEMINATION:</b>	
- Coordinate with City/contractor for project information, create web content, and coordinate to load content to site - Develop non-City project website for project	City web: See hourly rate schedule  Non-City website: Initial set-up - \$2,500 Maintenance – see hourly rate schedule
<b>PROJECT IDENTIFICATION SIGNAGE:</b>	
- Develop sign content for review by City - Coordinate with sign firm for sign fabrication and installation	See hourly rate schedule  Sign fabrication & installation: Direct Cost + 10%
<b>MEETING FACILITATION:</b>	
- Facilitation of stakeholder and public meetings	See hourly rate schedule for Principal
<b>MULTILINGUAL / TDD SERVICE:</b>	
- Translation of written materials - Translation for project inquiries/comments - Translation for public meetings	See hourly rate schedule
<b>ADDITIONAL SERVICES AS NOTED IN THIS PROPOSAL</b>	See hourly rate schedule
- Translation of written materials - Translation for project inquiries/comments - Translation for public meetings	See hourly rate schedule
<b>ALL DIRECT COSTS</b>	Billed at direct cost plus 10% mark-up

***D. Additional Data Support***  
References available on request.



**MakPro Services, LLC**  
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927  
Fax: 480-964-7555  
Email: [teresa@makprosvc.com](mailto:teresa@makprosvc.com)

## Appendices

**MakPro Resumes**

**DBE Certification Info**

**Examples of Work**



**TERESA MAKINEN**  
**MakPro Services, LLC**  
Principal

Teresa Makinen has over 14 years experience in public involvement, outreach, communications, meeting facilitation, and meeting management for a wide variety of projects of all size and scope. Her specialty is public involvement and outreach projects that directly impact communities, residents, and businesses on a more intimate or intense scale, such as streetscape and enhancement, transportation, and recreation projects, and working with downtown groups. Unlike larger companies, Teresa enjoys working closely with stakeholders and coordinating locally in a "grass roots" effort to understand their needs and concerns. She has a unique ability to discuss the issues and build trust with stakeholders, which leads to beneficial communication between project owners, the project team and affected interests. She works to build lasting relationships with stakeholder interests on behalf of the project and for the long-term benefit of project owners. She appreciates the relationships she's had the opportunity to develop through her work, with both clients and affected stakeholders, and believes that it's this kind of "relationship building" that sets MakPro Services apart when it comes to effective communications. Almost all of MakPro's projects are for repeat clients, so relationships are not just important – they are everything!

---

**EXPERIENCE:**

1998 - Present MakPro Services, LLC

**EDUCATION:**

B.S., Accountancy, Arizona State University

**RELEVANT PROJECTS:**

**City of Chandler - South Arizona Avenue Improvements Project:** Teresa Makinen managed the public involvement effort and worked as part of the project team to coordinate and manage meetings with the public, Downtown Chandler Community Partnership (DCCP), downtown business and property owners, local organizations and other stakeholders. This project resulted in the construction of streetscape improvements to Arizona Avenue through the downtown. In June 2011, Teresa received a "service award" from the downtown businesses (DCCP) for her ability to communicate during design and construction.

**City of Phoenix - Centennial Way Project:** Teresa Makinen managed the public involvement efforts for this design-build project for pedestrian enhancements and Arizona information as part of preparation for Arizona's Centennial celebration. Teresa coordinated presentations to various downtown organizations, assembled a steering committee for early design work, and coordinated individual streetscape elements with the use of a working group of historians, the Inter-Tribal Council of AZ, and the County Supervisors Association of Arizona.

**City of Scottsdale - Via Dona and Mountain View Trail Projects:** MakPro worked as part of the design team for these two trail projects to provide public involvement services to include individual property owner and resident discussions; coordination of project information to be distributed to project stakeholders such as nearby residents and property owners to inform them of the project status and how they can provide input into the process; and the planning, preparation and facilitation of public meetings related to the projects. The Via Dona Trail has been constructed, and the Mountain View Trail just recently completed construction.





**Anne Pashia-Morton**  
**Associate**

Anne Pashia-Morton has over 16 years experience in sales and marketing, and is a former marketing professional for two major Scottsdale resorts and the Scottsdale Convention & Visitor's Bureau. Anne is an invaluable member of the MakPro team serving to assist in meeting facilitation, documentation, and administration for meeting engagements such as participant notification, follow-up, and preparation of collateral materials. She understands the importance of communication and relationships with stakeholders, and works as part of the project team to ensure that stakeholders are informed.

---

**EXPERIENCE:**

2008 - Present MakPro Services, LLC, Mesa, AZ: Assists in meeting facilitation, project administration, and stakeholder coordination.

2007-2008 – City of Scottsdale Convention & Visitor's Bureau. National Sales Manager responsible for the Northeast United States.

2005-2007 – Morgans Hotels Group Marketing Director. Responsible for marketing of Mondrian Scottsdale Hotel. Received award for Director of Marketing for the Year for Morgans Hotel Group.

**RELEVANT PROJECTS:**

MakPro Services projects include the following:

- Chandler Blvd/Loop 101 Intersection Improvements
- Dobson Rd/Chandler Blvd Intersection Improvements
- Glendale 51<sup>st</sup>/Camelback Intersection Improvements
- Glendale Sewer Pipeline & Manhole Rehabilitation Project
- Glendale Northern Avenue Overlay Project
- City of Chandler South Arizona Avenue Improvements Project
- City of Chandler Dobson Rd/Chandler Boulevard Intersection Improvements
- Chandler Hamilton Waterline Replacements Project
- Flood Control District of Maricopa County White Tanks FRS No. 3 Outfall Channel
- Department of Interior Outreach Group
- East Valley Water Forum
- Bureau of Reclamation North Lake Pleasant Planning

Anne has worked as part of the team on many MakPro projects, to include those above, to assist in facilitation, documentation and project administration.



**Douglas R. Makinen**  
**Associate**

Douglas Makinen has over 25 years experience in administration and project management. Douglas is a LEED accredited professional and is a credentialed Project Management Professional (PMP). He constantly strives to obtain efficiencies in all projects and identifies project constraints early on in order to provide the client with alternatives in order to make good business decisions.

Douglas ensures that your project matches the goals and capabilities of your organization. He has worked on a wide variety of capital projects throughout his career, and his employment with two local municipalities in the Phoenix metropolitan area has provided him with a diverse background of project experience. His project management knowledge includes the administrative functions required to manage all types of projects to include; establishing project charters, cost benefit analyses, project communication management, team development, staff acquisition, meeting organization, meeting minutes, issue tracking, contract administration, contractor pay application processing, project management software, procurement, performance reporting and project closeout procedures.

---

**EXPERIENCE:**

2008 - Present MakPro Services, LLC, Mesa, AZ: Serves as Administrative Officer responsible for contract review, administrative and business services support for the organization.

2006-2009 – City of Scottsdale, AZ: Capital Project Manager. Responsible for all aspects of the project to include development of initial bid documentation, to selection of design engineer/contractors, through design and ultimately construction.

1996-2006 – Salt River Pima-Maricopa Indian Community (SRPMIC), AZ: Project Manager. Responsible for all aspects of the project.

**EDUCATION:**

B.A., Management, University of Phoenix  
Project Management Professional (PMI.Org)  
LEED AP\*

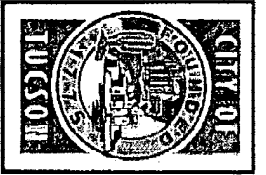
**RELEVANT PROJECTS:**

MakPro Services projects include the following:

- Glendale Fire Hydrant & Valve Replacement Project
- East Valley Water Forum
- Bradshaw Foothills Coalition
- South Ellsworth Road Project

As Project Manager for Scottsdale or Salt River Pima-Maricopa Indian Community (SRPMIC), responsible for managing the following projects:

- Public Safety Radio Conversion/Upgrades; City of Scottsdale – Cost (\$22m)
- Transfer Station Expansion; City of Scottsdale – Cost (\$4.5m)
- Civic Center West Entry Renovation; City of Scottsdale - Cost (\$6.5m)
- Bell Road Bridge and Road Widening; City of Scottsdale – Cost (\$3.6m)
- Lonely Cactus Elderly Housing Rehab; SRPMIC – Cost (\$2.1m)



City of Phoenix

# Arizona Unified Certification Program

This is to certify that

under Title 49, Part 26 of the Code of Federal Regulations, and under the State of Arizona Unified Certification Program (AZUCP)

## MAKINEN PROFESSIONAL SERVICES

a certified Disadvantaged Business Enterprise (DBE) in the following specialty/specialties:

**Public involvement, outreach, partnering, meeting facilitation services, and consulting**

**Certification Eligibility: January 31, 2012 to January 31, 2017**

This certification is valid through the above date provided this firm meets the on-going programmatic standards and fulfills the annual update requirement to remain in good standing as a DBE.

A handwritten signature in black ink, appearing to read "D. Hinegardner".

Deborah Hinegardner, Lead Specialist  
City of Phoenix Equal Opportunity Department

Date: January 24, 2012



**City of Phoenix**  
EQUAL OPPORTUNITY DEPARTMENT

**MAKINEN PROFESSIONAL SERVICES**

*IS HEREIN GRANTED*

**SMALL BUSINESS ENTERPRISE (SBE)  
CERTIFICATION**

In the Area(s) of:

Public involvement, outreach, partnering, meeting facilitation services, and consulting

***Certification Eligibility: January 31, 2012 – January 31, 2017***

This certification is valid through the above date provided this firm meets the on going programmatic standards and fulfills the annual update requirement to remain in good standing as a SBE.

A handwritten signature in black ink, appearing to read 'D. Hinegardner', written over a horizontal line.

**Deborah Hinegardner, Lead Specialist**  
City of Phoenix Equal Opportunity Department



**City of Phoenix**  
EQUAL OPPORTUNITY DEPARTMENT

**MAKINEN PROFESSIONAL SERVICES**

*IS HEREIN GRANTED*

**WOMAN-OWNED BUSINESS ENTERPRISE (WBE)  
&  
SMALL BUSINESS ENTERPRISE (SBE)  
CERTIFICATION**

In the Area(s) of:

Public involvement, outreach, partnering & meeting facilitation services

***Certification Eligibility: January 31, 2009 – January 31, 2012***

This certification is valid through the above date provided this firm meets the on going programmatic standards and fulfills the annual update requirement to remain in good standing as a WBE/SBE.

A handwritten signature in black ink, appearing to read 'C. S. Gall'.

Carolyn S. Gall, Deputy Director  
City of Phoenix Equal Opportunity Department