

SERIAL 15052 ROQ LEGISLATIVE SERVICE PROVIDER

DATE OF LAST REVISION: October 21, 2015 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **LEGISLATIVE SERVICE PROVIDER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 21, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Michelle Hindman, Government Relations
 Richard Bohan, Government Relations

(Please remove Serial 09001-ROQ from your contract notebooks)



CONTRACT PURSUANT TO ROQ

SERIAL 15052-ROQ

This Contract is entered into this 21st day of October, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HighGround, Inc., an Arizona corporation ("Contractor") for the purchase of Lobbyist services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of November, 2015 and ending the 31st day of October, ~~2016~~ **2017**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)

- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

- 3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 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 County, constitute a material breach of this Contract.

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

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

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 under this Contract; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Certificates of Insurance.

6.2.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

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

6.2.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 REQUIREMENTS CONTRACT:

6.5.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

- 6.5.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.5.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.6 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.7 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.7.1 Cancel the stop-work order; or
- 6.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.9.2 Make progress, so as to endanger performance of this contract; or
- 6.9.3 Perform any of the other provisions of this contract.
- 6.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 CONTRACTOR LICENSE REQUIREMENT:

- 6.11.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.11.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.12 SUBCONTRACTING:

- 6.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 6.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the

County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.15 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website; <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- 6.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 6.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 6.21 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

 - 6.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.21.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.23 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.24 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.25 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of

the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.28 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

Contractor's relationship to the County shall be as an independent contractor and not as an employee.

This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.31.1 Exhibit A, Pricing;
- 6.31.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

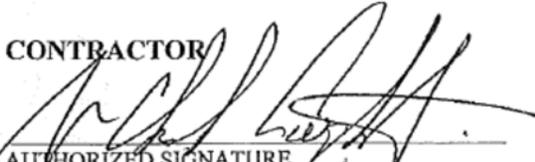
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

J. Charles Coughlin
President, HighGround, Inc.
830 North 4th Avenue
Phoenix, AZ 85003

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

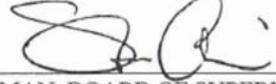

AUTHORIZED SIGNATURE

J. Charles Coughlin, President
PRINTED NAME AND TITLE

830 N. 4th Avenue, Phoenix, AZ 85003
ADDRESS

7-15-2015
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

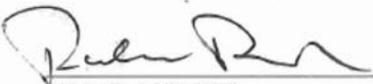
OCT 21 2015
DATE

ATTESTED:


DEPUTY CLERK OF THE BOARD

OCT 21 2015
DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

October 12, 2015
DATE

EXHIBIT A PRICING

SERIAL 15052-RFP

NIGP CODE: 91858

RESPONDENT'S NAME: HighGround, Inc.

COUNTY VENDOR NUMBER : W0000045319

ADDRESS: 830 North 4th Avenue Phoenix, AZ 85003

P.O. ADDRESS: N/A TELEPHONE NUMBER: _____

TELEPHONE NUMBER: 602-528-3684

FACSIMILE NUMBER: 602-528-3686

WEB SITE: www.azhighground.com

CONTACT (REPRESENTATIVE): Douglas Cole

REPRESENTATIVE'S E-MAIL ADDRESS: dcole@azhighground.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

1.0 PRICING:

YEARLY RETAINER \$120,000

EXHIBIT B SCOPE OF WORK

The services required shall include at a minimum:

Assisting the County to achieve specific legislative objectives as identified and prioritized by the five-member Maricopa County Board of Supervisors, the County Manager (CMO). It is anticipated that these legislative objectives will relate to issues of governance; powers, duties and authority of the Board of Supervisors; and currently mandated statutory responsibilities of county departments, in one or more of the following areas:

Health Care: Maricopa County has transitioned the Maricopa Integrated Health System, which includes a major hospital and twelve primary care centers, to the Special Health Care District approved by voters in 2003. However, Maricopa County continues to have a close relationship with the District regarding issues of mutual concern and interest. Further, the County has a continuing role in funding ALTCS, AHCCCS and mental health (Arnold v. Sarn) services, and will continue to operate two health plans. In addition, the County plays a major role in the area of correctional health and its impact on the local health care community;

Community Health: including Public Health, Environmental Services, Air Quality, and Animal Care and Control Services;

Infrastructure/Public Works, and Planning: including Transportation, the Flood Control District, Solid Waste, Emergency Management, and Planning and Development;

Community Services: which manages the largest county parks system in the country; and also includes a Library District and a Stadium District;

Criminal Justice: including Superior and Justice Courts, county counsel, sheriff, clerk of the court, constables, three separate offices providing indigent representation, a major jail system, correctional health, public fiduciary, and medical examiner;

General Government/Finance/Budget/Administration: including county departments such as Finance, the Office of Management and Budget, Workforce Management and Development, Community Development, Human Services, and Telecommunications.

Representing the County's interests before the Arizona State Legislature, the Governor of the State of Arizona and high-level gubernatorial staff, and specified state agencies, under the direction of the Government Relations (the "Director"), the CMO and the Board of Supervisors. Such representation shall include effectively communicating the County's position on specific issues and proposals and receiving useful information from outside parties and stakeholders on those issues.

In this capacity, Lobbyist should expect to receive assignments from the CMO and the Director or the Director's designee to provide strategic advice, direction and recommendations and prepare, pursue, monitor, track and/or lobby for or against legislative proposals within those general subject areas specified in the agreement. In addition, Lobbyist shall be directed to attend scheduled hearings, meetings and other gatherings where legislation which may impact the County is to be proposed, developed or discussed and report to the County through the Director or CMO on the status of such legislation or issue. Lobbyist shall report to, seek guidance from, and make recommendations to the Director or the Director's designee as to the positions that are to be advanced on behalf of the County on specific issues, legislative bills, and proposed amendments thereto, and on all other related matters.

Coordinating the efforts set forth above with others assigned to similar tasks on behalf of the County, including the Director and staff of the Government Relations, the County Manager, other retained representatives, or other representatives of the County designated by the Director to assist with a particular legislative effort or related issue. Lobbyist shall also, at the Director's direction, prepare and present status reports to the Director, the CMO, and/or the Board of Supervisors.

Complying with all County procedures for billing and accounting for the cost of services performed and maintaining records pertaining to the financial and performance aspects of the agreement.

Agreeing not to engage in private litigation against the County or accepting other legislative representation that is or may reasonably be expected to conflict with the County's legislative positions without first obtaining written permission to do so from the office the County Attorney in the case of private litigation, or the Director, in the case of legislative representation, as applicable.

ASSIGNED PERSONNEL

Douglas Cole, Senior Vice President, will be the account lead on behalf of Contractor for the numerous services requested by Maricopa County. Mr. Cole's assignments and responsibilities will be providing strategic advice, direction and management to the County, and acting as the lead lobbyist for the Contractor. Cole will provide 90% of the services for the County under this contract.

Anne Hamilton, Senior Account Executive, Government Affairs; J. Charles 'Chuck' Coughlin, President; Patrick Cunningham, Consultant and General Counsel to HighGround; and Robert Johnson, Vice President, Public Affairs will provide 10% of the services for the County under this contract depending upon need. Ms. Hamilton's assignments and responsibilities will be to provide backup lobbying services and support on East Valley issues. Mr. Coughlin will provide additional strategic and tactical advice and counsel. Mr. Cunningham will provide additional support on environmental and natural resource issues. Mr. Johnson will provide additional support on transportation/infrastructure issues and support on West Valley issues.

Douglas C. Cole, Senior Vice President (Account Lead for Contractor)

Douglas C. Cole, Senior Vice President, leads HighGround's legislative lobbying practice.

Cole joined HighGround in 1998 after building a successful public-sector career in the U.S. Congress, the Arizona Governor's Office, and the Arizona Legislature.

Besides his legislative work, Douglas Cole has been integrally involved in many political campaigns ranging from gubernatorial campaigns (Arizona Governors Jan Brewer and Fife Symington), to congressional (Congressman John J. Rhodes, III), to Secretary of State (Arizona Secretaries of State Betsey Bayless and Jan Brewer), along with numerous statewide initiatives. Additionally, Cole was the Arizona Communications Director for Sen. John McCain's 2000 presidential bid. Cole began his professional career as a staff assistant/intern to then-Congressman John McCain (R-Arizona) in 1985.

Before joining HighGround, Cole was the Director of Communications for the Arizona House of Representatives. In this position, he was a member of the House's top management team and was the chief spokesman.

Prior to his top House position, Cole served as Arizona Governor Fife Symington's Deputy Chief of Staff for Communications and was his chief spokesman from 1991-97. As the Governor's Deputy Chief of Staff, Cole had oversight of the Governor's offices for Press, Public Affairs, Community Relations, Boards and Commissions, Constituent Services, and the Governor's Tucson and Flagstaff offices.

Cole served as Press Secretary to Congressman John J. Rhodes, III (R-Arizona) in Washington, DC from 1987-91 during which time Rhodes was a ranking member of the Interior and Insular Affairs Committee. He was the Public Information Assistant for the Central Arizona Water Conservation District, the operating agency for the Central Arizona Project, from 1985-87 in Phoenix.

Douglas Cole graduated cum laude from The American University, School of International Studies, in Washington, DC. His curricula included studies at the University of Copenhagen, Denmark.

Mr. Cole is a frequent commentator on Arizona politics in the Arizona media. He also guest lectures on the media and politics.

Cole is a public member of the Commission on Appellate Court Appointments, the Constitutional commission that selects judicial candidates for gubernatorial appointment to the Arizona Supreme Court and the Court of

Appeals. Mr. Cole served for eight years on the Maricopa County Commission on Trial Court Appointments. Mr. Cole is a long-time member and current chairman of the Phoenix Ahwatukee Foothills Village Planning Committee and served on the Arizona 2012 Centennial Board and Foundation.

Douglas Cole is a fourth-generation Arizonan. He is married and has two sons and a daughter. He is licensed as a Private Pilot.

Anne Hamilton, Senior Account Executive, Government Affairs

Anne Hamilton, Senior Account Executive Government Affairs, joined the firm in October of 1999 after serving for many years in the public sector at both the state and federal government levels.

Anne Hamilton has successfully represented several high profile clients at the Arizona legislature including Salt River Project, CopperPoint Arizona, Arizona State University, the City of Yuma, DMB Associates and the Arizona Cardinals Football Team. Ms. Hamilton is highly effective in developing support from key elected and appointed officials at the Arizona legislature on a wide variety of issues.

Previously, Ms. Hamilton was on staff at Senator John McCain's office from December 1996 to June 1999. While on staff, Anne executed dual roles: one as the Scheduler/Coordinator for AZ Press & Media Relations and the other as the Community and Business Liaison for the Senator. Prior to working for Senator McCain, Hamilton first served in Governor Fife Symington's Administration as Community Relations Liaison, then Director of Boards and Commissions. In that role, Ms. Hamilton executed the Governor's political appointments of over 3,000 Arizonan's representing nearly every community in Arizona to hundreds of volunteer and professional positions throughout State government.

Anne Hamilton is a fifth-generation Arizonan, her family having settled in the East Valley in the early 1880's, and currently serves on the Board of the East Valley Partnership.

She and her husband Richard Bark currently reside in Mesa with their son Spencer and daughter Eliza.

J. Charles "Chuck" Coughlin, President

Chuck Coughlin, President, has over 30 years of experience in Arizona public affairs, lobbying, politics, and strategic messaging. He is the founder and President of HighGround, Inc. – one of the most successful public affairs firms in Arizona. HighGround is about to celebrate its 20th anniversary, spanning three Presidents, four Governors, eight Senate Presidents, and seven Speakers of the House.

Mr. Coughlin is a four-time honoree as "Best Political Operative" from the *Arizona Capital Times* and was also previously named "Person You Would Least Like as a Political Opponent." Coughlin and his team have been recognized multiple times for its campaign work by *Campaigns and Elections* and have earned more than two dozen awards from the American Association of Political Consultants including "2014 Campaign Excellence Public Affairs/Advocacy Campaign of the Year" for Medicaid Restoration.

The HighGround team has over 150 years of combined experience and a long tenure with the firm with Mr. Cole (17 years), Ms. Hamilton (16 years), Mr. Bentz (13 years), Ms. Fassett (10 years), Mr. Johnson (7 years), Mr. Smith (7 years), Ms. Richards (3 years), Mr. Sexton (2 years). Mr. Cunningham has been General Council for 3 years, friends since 1991, when they both worked for then Attorney General Grant Woods.

Passionate about Arizona and its future, Chuck Coughlin spends his time, energy, and political capital on policy efforts that make Arizona a better place. He has played a key role in several recent major public policy issues including higher education; reliable and affordable power generation; the Yes on 480 public hospital bond; Medicaid Restoration; battling against the dangers of energy deregulation; and the passage of Proposition 100 – the temporary one-cent sales tax increase passed by 64% of Arizona voters to stabilize the State's budget in 2010. Mr. Coughlin is also passionate about State Trust Land Reform and illegal immigration reform – two key issues that he believes are critical to Arizona's future economy.

Coughlin was asked to serve by then-Secretary of State Jan Brewer as the Chairman of her Transition Team when she became Governor in 2009. As the Transition Team Chairman, Coughlin assembled a diverse team of business and community leaders who recommended to the Governor her executive management team, senior policy positions, cabinet recommendations and coordinated her swearing in ceremonies. He served as lead strategist for Governor Brewer's 2010 bid for a second term where she defeated her Republican Primary

opponents with a sizable 81.5% of the vote. In the General Election, Brewer defeated Democratic Challenger Terry Goddard by a margin of 54.7% to 42.1%. Brewer won with support from across the state including a stunning 120,000 vote advantage in Maricopa County.

As the President of Highground, Inc., Coughlin has also managed hundreds of statewide and local elections, lobbied on behalf of numerous clients and played key roles in several public affairs campaigns including: the development of a new stadium for the Fiesta Bowl and the Arizona Cardinals; the extension of Maricopa County's ½ cent sales tax for transportation; the creation and funding of the Maricopa Integrated Health Care District in Maricopa County; and ensured the passage of a Mesa ballot proposition in support of a new Spring Training home for the Chicago Cubs.

Before founding HighGround, Coughlin was the Deputy Chief of Staff for Governor Fife Symington. He was responsible for day-to-day management and implementation of all media, legislative and community relations programs for the Administration. Prior to joining the Governor's staff, Coughlin managed the Governor's 1994 re-election campaign. The Governor won re-election with over 54% of the popular vote despite being down by a 28-point margin six weeks prior to Election Day.

Prior to joining Symington, Coughlin was the Regional Government Relations Manager for Waste Management of North America (1992-94), Director of Public Policy and Legislative Affairs for Attorney General Grant Woods (1990-91), Senior Account Executive for Nelson/Ralston/Robb Communications (1988-90), Director of Government Relations for the Mesa Chamber of Commerce (1986-88), and Finance Director for McCain for Senate (1985-86).

Coughlin's lengthy background in public affairs combined with his honest, straightforward style has helped him develop a popular media following. Coughlin is an accomplished writer and speaker and is frequently asked to offer his professional opinion on political issues that affect the state and the nation in various local and national publications.

Chuck lives in Arcadia with his wife Patricia, who excels in government, community, and business engagement as a Government Relations manager for Salt River Project. His daughter is currently a junior at the Fashion Institute of Technology in New York City. Chuck is active in his Arcadia neighborhood and is on the board of directors for the Roosevelt Row Community Development Corporation (CDC).

Patrick J. Cunningham, Public Affairs Consulting and General Counsel to HighGround

Patrick J. Cunningham, Public Affairs Consulting and General Counsel to HighGround brings broad public sector and public affairs consulting experience to HighGround. He recently served as the Phoenix Criminal Division Chief in the US Attorney's office, supervising federal criminal prosecutions, victim and witness services and asset forfeitures. The Phoenix Criminal Division employs about 75 attorneys and 45 support staff in three offices, and District-wide the office filed over 7,000 felony cases in FY 2011. From 1986 to 1991, Patrick served as an Assistant U.S. Attorney in the Organized Crime and Drug Enforcement Task Force in Arizona.

Previously, he was Deputy Director of the Arizona Department of Environmental Quality (ADEQ) from 2003 through 2009, appointed first by Governor Janet Napolitano in 2003 and reappointed by Governor Jan Brewer in 2009. As the Deputy Director of the ADEQ, Patrick acted as the Chief of Staff to the director and on his behalf oversaw the agency's day-to-day operations and attended to select policy, legislative, rule making and enforcement issues.

Prior to ADEQ, Patrick worked for 12 years in the Arizona Attorney General's Office, where he served as Chief Counsel for the Environmental Enforcement Section and the Criminal Division, directed Legislative Affairs, served as Chief Counsel of the Civil Rights Litigation Section, and as a Special Litigation Counsel.

Patrick J. Cunningham also practices law in Scottsdale, Arizona providing environmental law compliance and permitting advice, election law advice, general corporate and business representation, and providing government affairs assistance to individuals and businesses. He also provides legal ethics advice to lawyers in public and private practice.

Patrick served on the Arizona State Bar Ethics Rules Review Group that rewrote the Bar's Ethical Rules from 2001 through 2002, and volunteered on the State Bar Ethics Committee from 1995 through 2002 and the State Bar Appointments Committee from 2001 through 2007.

From 1980 to June 1986, Patrick served as a Captain in the Judge Advocate General's Corps of the United States Army where he prosecuted and defended criminal cases in Germany as a trial attorney. In Washington, D.C., he prepared over 130 briefs and motions and presented oral argument on behalf of the United States in criminal appellate proceedings before the United States Army Court of Military Review and the United States Court of Military Appeals. Patrick developed the Supreme Court Practice Section for the Army, and filed the first two briefs for the Army with the United States Supreme Court after Congress granted certiorari jurisdiction to the Court for review of courts martial convictions.

Mr. Cunningham was awarded the Michael J. Brophy Distinguished Service Award from the State Bar of Arizona Environmental & Natural Resources Law Section in 2010, and named Arizona Capitol Times' "Leader of the Year" in Public Policy for the Environment in 2009. In the Army he earned two Meritorious Service Medals from the Commanding General of the First Armored Division in 1983 and from The Judge Advocate General of the Army in 1986 respectively.

Patrick is from Kingman, Arizona and he received his bachelor's degree in 1976 from the University of Michigan where he graduated *cum laude*. He earned his law degree from Arizona State University in 1979. He is married to Mary Ellen and they have two daughters Mary Kate and Meaghan who live and work in Washington, D.C. and Los Angeles, California respectively.

Mr. Cunningham and HighGround do not provide legal services to HighGround clients absent a specific waiver.

Robert Johnson, Vice President Public Affairs

Robert Johnson, Vice President Public Affairs, specializes in political and crisis communications and problem solving. Since joining HighGround in 2008, he has spent most of his time working in cities, helping candidates get elected to Mayor and Council positions, advising private sector clients on policy, political and communications challenges at City Halls, and sometimes even consulting city staff on public affairs and media relations questions.

Before joining HighGround, Johnson served as President George W. Bush's appointed Chief of Staff at the U.S. Department of Transportation in Washington, D.C. It was his third White House appointment in six years of service to the President.

Before working with Transportation Secretary Mary Peters, he was Director of Communications for the Transportation Security Administration, where he was on the media front lines in the nation's war against terrorism, responsible for communicating the latest developments in transportation security to a global media audience. He also served as Director of Communications at USDOT under Secretary Norman Y. Mineta, managing worldwide media communications for 10 federal transportation agencies including the Federal Aviation Administration and the National Highway Traffic Administration.

Mr. Johnson has more than 34 years of experience in politics, journalism and public affairs in Washington, D.C., Arizona and Colorado.

HIGHGROUND INC., 830 N. 4TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET: NIGP CODE 91858

Terms: NET 30

Vendor Number: ~~W000004531~~ **VC0000045319**

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2016 2017.**