

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING AN AWARD RECOMMENDATION AND AWARDED AN
AGREEMENT FOR RFP 2013.142 FEDERAL LOBBYING SERVICES WITH
THE NORMANDY GROUP

Resolution No. 2014-014

WHEREAS, The Normandy Group submitted a proposal on November 25, 2013, for Federal Lobbying Services for the Adams County Government.

WHEREAS, The Normandy Group agrees to provide Federal Lobbying Services for \$90,000.00 for the initial year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the agreement with The Normandy Group for Federal Lobbying Services be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with The Normandy Group after approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6th day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 6th day of January 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **THE NORMANDY GROUP**, 888 16th Street NW, Suite 530, Washington, DC 20006, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached **RFP 2013.142** as **Exhibit A** and the Contractor's responses to the RFP 2013.142 attached hereto as **Attachments A1-A4**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A4** and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: Not Applicable.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2), one (1) year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of **ninety thousand dollars and no cents** (\$90,000.00), in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

10.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 10.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Commissioners' Office
Contact: Ruth Kedzior, Assistant County Manager
Address: 4430 S. Adams County Pkwy, 5th Floor, Suite C50001
City, State, Zip: Brighton, Colorado 80601
Office Number: 720.523.6111
E-mail: rkedzior@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: The Normandy Group
Contact: Mr. Louis Dupart, Managing Partner
Address: 888 16th Street, NW, Suite 530
City, State, Zip: Washington, DC 20006
Office Number: 202-223-8950
E-mail: ldupart@normandygrp.com

- 10.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

- 10.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within

three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. Proposal, dated November 14, 2013
2. Addendum One, dated November 18, 2013
3. Offeror's Signed Certificate of Compliance for RFP 2013.142, dated November 14, 2013
4. Offeror's Statement/Signature Page for RFP 2013.142, dated November 14, 2013

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November 14, 2013

Ms. Heidi Casteel
Purchasing Division of Finance
Adams County Government Center
4430 South Adams County Parkway
Fourth Floor
Brighton, CO 80601

RE: Adams County RFP 2013.142

Dear Ms. Casteel:

Thank you for the opportunity to respond to the Adams County Request for Proposal (RFP) for federal lobbying services. We appreciate your consideration and we are confident we will produce significant and tangible results for Adams County based on a comprehensive work plan that we will develop for and with the County.

The Normandy Group is a well-respected, bipartisan government relations firm based in Washington, D.C. We are comprised of an experienced and dedicated team of professionals with significant experience working on Colorado transportation and infrastructure projects. The Normandy team consists of a former Member of Congress and six former senior Congressional staff members who have extensive experience in Congress, the Executive Branch, and federal agencies.

The factor that most distinguishes The Normandy Group from other firms is that it provides clients with access to its full team of government affairs professionals. Thus, while I will personally lead the firm's work on behalf of Adams County, I will tap other partners and the firm's staff expertise to achieve the goals in the work plan that we will develop together, all leading to the seamless execution of the contract. Our principle goals are to generate new revenue for the County through successful grant applications and project funding, and to help the County address legislative and federal matters that directly affect the County.

We will provide both tactical advice on how to achieve Adams County's immediate goals and objectives as it relates to the federal government, and strategic counsel based on the long-term plan we will have jointly prepared to tap quickly into new opportunities as they present themselves. We recognize that the dysfunction in Washington makes operating in the Capitol more difficult, but it remains critical for Adams County to have a presence at the federal level. Grants will continue to be awarded, annual federal budgets will continue to be written, and policy decisions impacting everyday lives in the County will continue to be made by Congress and the Administration. In concert with County Officials, we will help steer you to success and positive outcomes using the tools described below.

17.1.1 Experience: Since its inception in February 2006, The Normandy Group has achieved significant accomplishments for our clients, including many in Colorado. These include legislative successes ranging from obtaining a FAA grant to conduct a feasibility study on locating a spaceport at Front Range Airport to inserting language into the 2011 America Invents Act that created an opportunity for Colorado to obtain a satellite Patent and Trademark Office (PTO). We have secured millions of dollars in funding for clients' transportation projects in Colorado including: the I-70 Central Park Boulevard; the I-225 Colfax Interchange; seed money for the Eagle Airport I-70 Interchange; and the complete renovation and resurfacing of the Eagle County Airport runway in 2009.

Our team is anchored by the six partners and a senior Director of Federal Affairs. Combined we have over 85 years of Hill and Executive Branch experience. Four of the current partners worked as registered lobbyists for Fleischman and Walsh LLP and founded The Normandy Group in 2006. We work closely together as a team, supporting each other to ensure that all clients can tap our deep and diverse professional capabilities. Most recently, we are pleased to have added Matt Sagely as a partner in September 2013, who worked on Capitol Hill as a Chief of Staff in the House and Senate for more than ten years (See *Attachment A* for full staff resumes).

Congress: The Normandy Group is a bipartisan firm with strong relationships in the both House and Senate. We have worked successfully for years with all Members of the Colorado Congressional Delegation on many key federal projects in the state, including a number of transportation priorities for our clients. We currently maintain very strong relationships with both Senators Bennet and Udall and have worked successfully in the House with the entire delegation, from Democrats such as Diana DeGette and Ed Perlmutter to Republicans like Mike Coffman and Doug Lamborn. Beyond the Colorado Delegation, The Normandy Group has close connections to key legislators within the transportation realm, including: House Transportation Committee Chairman Bill Shuster (R-PA); House Transportation Highways and Transit Subcommittee Chairman Tom Petri (R-WI); House Transportation Aviation Subcommittee Chairman Frank LoBiondo (R-NJ) and his Ranking Member Rick Larsen (D-WA); and House Appropriations Transportation Subcommittee Chairman Tom Latham (R-IA). Additionally, we maintain strong relationships with key staff for these and other Members, as well as professional staff on the House Transportation & Infrastructure Committee and the Senate Commerce Committee, which has primary jurisdiction over transportation matters.

Our legislative expertise, however, is not limited to transportation and infrastructure. Other areas with which we have significant experience include: health care issues, especially those impacting children, under the jurisdiction of the Senate Health, Education, Labor and Pensions (HELP) and House Energy and Commerce Committees; environmental matters such as invasive species and oil spills arising from the Deep Water Horizon spill, which are handled primarily by the Agriculture and Natural Resources Committees; and veterans issues, such as re-integrating military returnees into the civilian workforce.

We also have substantial experience in the appropriations process, both in the House and Senate. Over the years, our expertise and relationships on both sides of the aisle enabled us to secure

millions of dollars in increased funding, much of which was in the transportation, health care, economic development, and environmental arenas. (We can provide a comprehensive list of all of these successes upon request.) Our efforts in this regard required strong bipartisan support in order to realize success in the current tight fiscal environment. In the post-earmark world, however, we have been able to incorporate language in appropriations bills that has preserved funding for a number of client initiatives that were included in the President's budget requests.

Not all of our interactions on Capitol Hill involve specific legislative requests or funding matters. For example, we often spend time educating key legislators and their staff on our clients' backgrounds and priorities. In some cases, this has involved assisting a client in image clarification and rehabilitation, such as with General Motors following its restructuring. See *Attachment B* for a list of current firm clients, which range from Fortune 500 companies to cities and counties across the country.

Executive Branch: The Normandy Group's political versatility as it relates to Congress can also be applied to our work with federal agencies and the White House, which enables us to swiftly navigate their often-cumbersome environments. We have applied many of the same principles from lobbying Congress to achieving successes in working with the Executive Branch. While federal grants have always been a primary focus of The Normandy Group's operations, we have further honed our efforts in this regard to identify grant programs of interest to our clients as early as possible and obtain the necessary background information in a timely manner, all of which enables our clients to put themselves in the most promising position to be successful on grant requests and to be included in new federal programs. For example, we have helped to secure two important multi-year grants for Veterans Inc. that sustained their current operations and permitted new veterans centers in two states not previously served. Additionally, we have worked closely with key staff of various Congressional committees and offices to enhance our chances of success in federal agency decision-making to ensure Congressional support is effectively communicated to the agencies. This has become a very effective tool for encouraging agencies to incorporate components of client projects into their baseline budgets. Over the past two years alone, we have assisted our clients in obtaining \$27,422,212 in grant funding from a number of federal agencies.

Of immediate interest to Adams County would be The Normandy Group's work with the U.S. Department of Transportation (USDOT) and its sub-agencies: the Federal Aviation Administration (FAA) and its Air Traffic Organization (ATO), as well as the Federal Highway Administration (FHA), which is described in greater detail below. In addition, we have worked with the U.S. Department of Housing and Urban Development on Section 221 and 108 loans for development of subsidized housing, the Environmental Protection Agency (EPA) in response to the 2010 Deep Water Horizon oil spill, and the U.S. Department of Commerce and its Economic Development Administration in securing economic development grants for a number of communities.

17.1.2 Key Personnel: The Normandy Group's Managing Partner, Louis Dupart, who has over 12 years of Capitol Hill and Administration experience and 14 years as a registered lobbyist, will lead the effort on behalf of Adams County. As previously mentioned, Mr. Dupart will be assisted by other members of the Normandy team, as needed, based on areas of expertise and

experience. In particular, we will utilize former U.S. Congressman Henry Bonilla to secure and execute meetings with House and Senate Leadership when necessary. Again, please see *Attachment A* for full resumes of The Normandy Group team.

17.1.3 Expertise: Given the large number of successes achieved in Normandy's tenure, as well as the page limit laid out in the RFP, we have broken down our experiences and achievements based on subject matter areas of particular interest to the County.

Aviation: Since 2002, we have represented the FAA Manager's Association (FAAMA), for which Mr. Dupart is also the Executive Director. FAAMA has members across all lines of business at the FAA. We work regularly with the FAA leadership team, including Administrator Michael Huerta and Air Traffic Organization Chief Operating Officer David Grizzle. Earlier this year, on behalf of a number of municipalities that we represent, we worked intensively on stopping the closure of Federal Contract Towers, which included Front Range Airport. We set up meetings for several clients with key FAA decision-makers to enable them the opportunity to personally advocate having their specific towers removed from the initial closure list. We also identified contingency plans and cost effective staffing for towers on the closure list. Finally, in 2009, we secured a one-year \$18 million grant from the FAA's Airport Improvement Program to avoid a devastating planned, two summer closure of Eagle Airport for critical runway improvements.

Denver International Airport (DIA) and the proposed "aerotropolis": The Normandy Group understands the key issues surrounding the proposed "aerotropolis" at DIA. We worked for the City of Aurora throughout 2013 to support the Adams County Coordinating Committee's (ACCC) work to define Denver's rights and duties under the 1988 Inter-Governmental Agreement. In this regard, we met with FAA Associate Administrator for Airports, Christa Fornarotto, to define Denver's ability to expand non-aviation operations within the confines of DIA beyond what is "necessary for or directly related to the operation of" DIA. *See 1988 Inter-Governmental Agreement Art p. 2.* This included multiple meetings with Colorado Delegation Members and staff to explain Aurora's positions on the proposed project. Finally, we gathered unique insights and information that helped Aurora Mayor Steve Hogan determine the city's response to Denver's plans.

Highways: At the request of Forest City in Stapleton and former Aurora Mayor Ed Tauer, we successfully obtained a critical \$10.6 million in funding for the I-70/Central Park Boulevard Interchange and \$2.95 million for comprehensive upgrades to the I-225 Colfax Interchange. We made the requests for funds, rallied Colorado Delegation support, and prepared all necessary appropriations request documentation. The funding vehicles we used to obtain such funding were previous transportation authorization bills and multiple appropriations bills. In addition, we supplemented these two projects with funding from the 2009 Stimulus bill. We have replicated this approach for other clients and helped them achieve similar successes.

Mass Transit: We supported RTD and Accelerate Colorado's push for full federal funding for Fastracks Eagle P3 Project. We helped to ensure that President Obama's funding requests remained and were fully funded in the House Transportation Appropriations Bill. The

Normandy Group drafted support letters and met with key Appropriators to push for full funding of the President's request.

Aerospace Development: The Normandy Group was instrumental in coordinating efforts for the Spaceport designation at Front Range Airport. We worked with the Colorado Congressional Delegation on a support letter to the FAA for this designation. In addition, we provided the format for the Space Transportation Infrastructure Matching (STIM) application and actively worked with the Colorado Congressional Delegation to secure their support for the STIM grant of \$200,000. Furthermore, Louis Dupart has worked with a number of major defense contractors who have a significant interest in space exploration as part of his role as Chief Counsel for the House Intelligence Committee. These companies include Northrup Grumman, Lockheed Martin, Ball Aerospace, and Sierra Nevada Corporation.

Economic Development: Our team works regularly with Normandy Group clients to apply for the U.S. Department of Commerce's Economic Development Administration (EDA) grants. We fully understand what is necessary to put forth a strong application for this competitive program, and we provide close support for clients' grant writers to ensure a smooth and effective process. In 2010, we secured \$300,000 for the Fitzsimons Redevelopment Agency to help fund the Colorado Drug, Design, and Diagnostic Development Institute. More recently, we have achieved success in attaining \$500,000 through the EDA grant program for Becker College in Worcester, MA, to help them launch and develop a nationally-recognized video game design and development program. Another example involves utilizing \$300,000 in EDA grant funding to establish the STAR Park Center in San Marcos, TX, a business incubator that focuses on a range of technologies.

Low Income Housing: We have worked with the U.S. Department of Housing and Urban Development (HUD) to obtain federal loans to support construction of below market rental housing. This included helping Forest City Dallas and the City of Dallas meet HUD requirements for low income housing loans as part of a large housing development by assisting with Section 108 HUD loans. The Normandy Group identified the key HUD decision-makers on the loan and provided support for the City of Dallas to strengthen applications with Forest City, as well as used Congressional Offices to expedite the slow HUD loan processing.

Veterans Issues: The Normandy Group has secured almost \$4 million in federal grants for Veterans Inc., a Normandy Group client with offices across New England. Utilizing this funding, we have helped the organization provide support for veterans on issues related to job training, substance abuse, homelessness and treatment for ailments, including post-traumatic stress disorder (PTSD).

Colorado-Focused Economic Growth Organizations: The Normandy Group has long represented Accelerate Colorado and the Aurora Economic Development Council. While our efforts in this regard have focused on a wide range of priorities for much of the Colorado business community, major success has come in the transportation realm, as described above. Our largest effort for Accelerate Colorado occurs annually when we invite all of its members to visit Washington for three days of meetings with the entire Colorado Delegation and key

Administration officials. Indeed, in 2012, then-Secretary of Transportation Ray LaHood was the keynote luncheon speaker.

A key component in each of the foregoing successful efforts is a well thought-out plan backed by all documentation and local support letters, coupled with a close working relationship with the Members and staff of the Colorado Delegation to create and support the requests. The Normandy Group interacts with the Colorado Delegation Congressional offices on a frequent basis, whether to gather information or solicit assistance on behalf of our clients. For example, we work with many of these offices quite frequently on grant support letters and interact with them often on policy issues of interest to our Colorado clients. These strong relationships helped to ensure significant success in the earmark era. In the current post-earmark environment, such relationships are more important than ever.

One recent issue that required the support of the entire Colorado delegation related to the aforementioned effort to have a satellite U.S. Patent and Trademark Office (USPTO) placed in Colorado. For well over two years, The Normandy Group was intimately involved with much of the Colorado public and private community to achieve success on this issue. This included dozens of meetings with each of the Congressional offices, as well as a number of meetings with officials at both the USPTO and the Department of Commerce. We worked closely with Senators Bennet and Udall in having language placed in the America Invents Act of 2011, legislation which mandated that USPTO set up three new satellite offices. Then, we worked with Representative DeGette and her staff to preserve this language throughout the course of the bill's negotiations between the House and Senate. Our close involvement on the issue continued as we played an integral role in drafting and editing Colorado's response to the USPTO's solicitation for potential office locations. This included reviewing draft responses, providing feedback, and organizing a number of support letters from the Congressional Delegation, as well as the Colorado business and higher education communities. All of these activities helped to position Colorado for the win announced on July 2, 2012.

Working on these and other issues for our clients over many years has given The Normandy Group a strong understanding of Colorado's interests and priorities. Further, our close involvement on a number of transportation issues in Colorado not only enhances our ability to appreciate Adams County's challenges, it also enables us to put forward a comprehensive strategy to achieve successful outcomes on these many initiatives. Our strong relationships with both the Colorado Congressional Delegation and key Administration officials within the Transportation realm will serve to complement our efforts on behalf of Adams County.

17.2 Federal Work Plan Adams County: In the first month of representation, The Normandy Group will conduct a comprehensive assessment of Adams County's needs. We will visit the County and meet with County Officials to become immediately immersed in your issues and needs. From this, we will quickly formulate a strategy to address these needs, send the county targeted federal funding opportunities (grants, contracts, etc.), identify potential partnerships/strategic alliances, and explore legislative opportunities that will yield new funding streams or address policy issues important to the County. The following presents a sample of the services to be provided. (Note, this list is not exhaustive and additional services will be provided as warranted):

- Work with Adams County officials to develop a comprehensive federal transportation agenda, including potential projects and programs eligible for federal funding, and a corresponding strategic plan to achieve success relating to agenda items. This will include a monthly reporting format that will provide specific updates on outstanding projects, a section tracking relevant legislation, and alerts on new issues, hearings, legislation, and important developments in Washington, D.C.
- Plan and support multiple County visits to Washington, D.C., that will promote funding requests during the annual appropriations and authorization legislative processes, such as the Highway Authorization Bill. Given that the latest Highway Bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012, expires next year, Adams County will need to immediately engage to secure items not achieved in the MAP-21 Bill and to develop new priorities for funding requirements and changes in federal mandates. The Normandy Group successfully supports a large number of fly-ins each year for other clients, and has extensive experience managing the logistics of these visits, including the previously-mentioned annual Accelerate Colorado D.C. trip with over 100 attendees.
- Produce communication strategies to build public support and create the right environment on Capitol Hill and in federal agencies to achieve success, including preparing letters of support, talking points, and press releases for the County. We will customize the message for Adams County to meet the target, whether it is legislation – authorization or appropriations – or policy language. We will do this by utilizing our existing relationships with the Colorado Congressional Delegation formed by work on a broad array of transportation and aviation issues in the state. Finally, we will provide verbal and written status reports, including identifying any potential challenges and reporting major developments in a timely manner.
- Monitor federal departments/agencies’ legislative agendas in order to advance Adams County’s objectives, particularly with appropriations and authorization bills. We will provide opportunities to shape legislation as it written by drafting bill language and amendments. Further, we will provide analyses of bills that are moving in Congress and, where appropriate, draft tightly written, bulleted talking points with clear legislative or policy requests for use by Adams County.
- Determine grant opportunities that may be of interest to Adams County well before they are announced. In the post-earmark era, we have successfully prepared diverse grant requests across federal agencies that we detail in the following narrative.
- Attend regular meetings of associations, such as NACO, AASHTO, national transportation organizations, and other groups of interest to Adams County. We will monitor or attend their meetings and policy announcements, and where appropriate, provide recommendations on Adams County’s inputs in advance to maximize impact on decision making.

17.3 Project Approach/Offeror Resources: As stated above, The Normandy Group uses a team approach combined with a clearly identified project leader, which in this case is Louis Dupart, to develop and execute the jointly created work plan. We will tap all firm resources to provide high quality services, especially in the case of grant applications. In recent years, we have become very adept at assisting our clients in the grant process, including: identifying the proper grant program; understanding and managing the sometimes-complex application process;

drafting, editing, and reviewing grant applications; and ensuring all post-grant requirements are met. To help us in these functions, we currently have an established contractual relationship with an external grant specialist with years of successful grant writing experience. The Normandy Group will utilize this relationship, as warranted, to support Adams County.

17.4 Fee Schedule: The Normandy Group will charge a fee of \$7,500 per month for one year, with the option to extend for two years. We estimate that The Normandy Group will devote an average of 15 hours per month to this project, with hours worked varying depending on the issue(s) being addressed. In addition, The Normandy Group charges its clients expenses including transportation, telephone, copying, and other operations costs. The Normandy Group will secure prior approval for significant expenses that it believes will exceed \$500 and any travel to Colorado in conjunction with the execution of this contact.

17.5 Lobby Registration: The partners and professional staff of The Normandy Group are all registered as lobbyists with the Federal Government. See *Attachment C* for recent registrations for the City of Aurora, Accelerate Colorado, and Forest City. Upon execution of the contract between Adams County and The Normandy Group, The Normandy Group will file with the House and Senate as lobbyists for Adams County.

17.6 Disclosure of Litigation: There is no current or threatened litigation or claim against The Normandy Group.

17.7 Normandy Group Client List: A list of current Normandy Group clients is included as *Attachment C*.

17.9 References:

John Lehigh
Forest City Stapleton
7351 E. 29th Ave.
Denver, Colorado 80238

(303) 382-1800 Johnlehigh@Forestcity.net

Steve Hogan
Mayor, City of Aurora
15151 E. Alameda
Aurora, Colorado 80012

(303) 739-7015 shogan@auroragov.org

Wendy Mitchel
CEO, Aurora Economic Development
Council
1400 E. Iliff Ave., Suite 211
Aurora, Co. 80014

(303) 755-2223 Mitchell@auroraedc.com

Will Ris
S. VP American Airlines
1101 17th St. N.W.
Washington, D.C. 20036

(202) 496-5650 will.ris@aa.com

Bruce Baumgartner
Former County Manager, Eagle County to whom the Normandy Group reported
235 Alcazar Dr.
Cordillera, CO 81632
(720) 244-8200 bbaumgartner@centurytel.net

Administrative and Procedural issues:

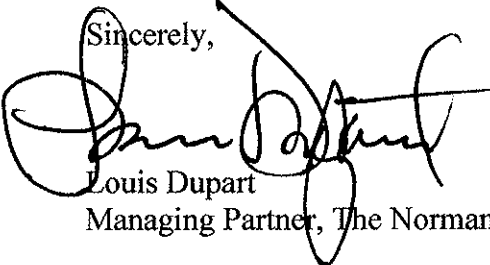
7. Insurance: The Normandy Group has insurance required by the RFP and will submit to the County certificates of insurance required in section 7.9 prior to the commencement of work.

10.2.2 Scope of Services: The Normandy Group is located at 888 16th St. N.W., Washington D.C. 20006 and its employees are registered lobbyists in accordance with federal law.

14. Conflict of Interest: The Normandy Group does not have, nor will acquire any interest that will conflict with the performance of this contract.

16. Nondiscrimination: The Normandy Group does not discriminate against any employee because of age, race, color, religion, marital status, disability, sex, or national origin.

In closing, The Normandy Group is honored to have the opportunity to submit its proposal to Adams County. We have a record of high achievement, and we are confident that we will accomplish similar success for Adams County. We will apply The Normandy Group's full resources and personnel to achieve the goals and objectives that we develop as part of the comprehensive work plan that we will prepare for the County.

Sincerely,

Louis Dupart
Managing Partner, The Normandy Group

Attachments:

Attachment A – Resumes

Attachment B – Client List

Attachment C – Lobby Registrations

ATTACHMENT A – RESUMES

Henry Bonilla. Henry Bonilla joined The Normandy Group as a Partner after serving 14 years in the U.S. House of Representatives. At the firm, Henry works with a variety of clients to help them promote their initiatives on Capitol Hill and in Executive branch. In addition, he has significant experience working across multiple agencies and levels of government to accumulate the right relationships and ensure his clients' success.



During his tenure in Congress, Henry was chosen to serve on the House Appropriations Committee in his first term, a position not held by a freshman in more than 25 years. He quickly moved up the committee ranks, serving as Chairman of the Subcommittee on Agriculture and a senior member of the Subcommittee on Defense. In his role as Chairman, Henry was responsible for funding America's agriculture industry, food safety and inspection, the Food & Drug Administration, and food distribution programs in foreign countries. In addition, he served on the Subcommittee on Labor, Health and Human Services, and Education.

Henry was the first Republican Hispanic ever elected to Congress from Texas. In his first term in office, Time Magazine chose him as one of America's Top 50 Young Leaders. In his final term in office, he was rated by Congress.org as the seventh most influential member of Congress in its Power Rankings.

Before his election to Congress, Henry's professional career was in television news. Having started as a reporter in Austin, he later became a producer for WABC-TV, the flagship station of the ABC television network in New York City.

Henry earned a Bachelor of Journalism degree from the University of Texas at Austin.

Louis Dupart. Louis Dupart is the Managing Partner at The Normandy Group, and represents a diverse group of Fortune 500 companies, principally on antitrust and competition issues; colleges and universities; and, other companies on federal legislative and appropriations matters. As a founding partner of the Normandy Group, Louis capitalizes on 12 years of experience on the Hill in both the House and Senate and 16 years at the CIA and Defense Department to provide critical guidance to clients, especially in the areas of: competition and antitrust, immigration, privacy, and patent law; federal grants and appropriations; and, infrastructure projects, including highway, water, airports, and rail.



Louis has strong contacts in the Judiciary, Foreign Relations, Transportation, Appropriations, and Commerce Committees that have resulted in legislative language or project funding in each of these Committees. Additionally, he has worked successfully with the Armed Services and Intelligence Committees on a variety of projects that include export licenses, Committee on Foreign Investments in the United States, and other issues.

Louis has had multiple successes at the Department of Justice and the Federal Trade Commission on major anti-trust reviews for DuPont, Google, People Soft and other companies. He has managed project requests for millions of dollars in federal funds overseen by the Department of Transportation and its constituent agencies, the Federal Highway Administration, the Federal Aviation Administration, and the Federal Rail Administration.

Louis has more than 20 years of government and legislative experience including 11 years on Capitol Hill as the Chief Counsel for the House Intelligence Committee and the Senate Judiciary Committee, Subcommittee on Antitrust and Business Competition. In this role, Louis managed a wide range of important intelligence, IT, intellectual property, business competition, and antitrust issues. Louis also served as the Deputy Assistant Secretary for Inter-American Affairs at the Department of Defense for then-Secretary of Defense Richard Cheney. Louis has excellent contacts throughout Congress and the Bush Administration, including the National Security Agency, Central Intelligence Agency, and the U.S. Department of State, which formed through his years in service on Capitol Hill, the U.S. Department of Defense, and with the Central Intelligence Agency. He has successfully developed and implemented legislative strategies for clients working with various federal departments, commissions, and agencies. He has great relations with the European Commission and its principal competition agency, Directorate General for Competition.

Louis has a Bachelor of Arts cum laude from Wagner College and a JD from American University. He also attended the University of Geneva and the Graduate School for European Studies in Geneva, Switzerland.

Christine Pellerin. As a Founding Partner of The Normandy Group, Christine Pellerin participates in strategic planning to meet the goals and objectives of clients and supervises many aspects of client service by the firm's government relations staff. She co-leads Normandy's healthcare and higher education policy practices, in addition to Normandy's appropriations practice, and heads teams serving corporate, non-profit, and governmental clients.

During her tenure at Normandy, Christine has worked with key Members of Congress to secure nearly \$1 billion in increased funding for community health center program, helping the program to expand service to 20 million patients in 8,000 communities. She has also worked to transfer client projects once dependent on Congressionally-directed funding, or "earmarks," to federal budget line items yielding permanent funding streams for the projects. Christine has worked with Congress to enact key legislative provisions to be included in the National Defense Authorization Act.

Christine has more than 20 years of experience working on Capitol Hill and the government relations industry. Before joining Normandy, she worked as Vice President for The MWW Group where she established the firm's appropriations practice and as Director of Federal Affairs for the National Association of Community Health Centers, leading the appropriations efforts. Her previous positions on Capitol Hill include serving as Legislative Assistant and Appropriations Staff Associate for then-Congressman Henry Bonilla, now her partner at Normandy. Prior to that post, she worked for Congressman Silvio O. Conte and Massachusetts' Governor William Weld, as well as a congressional campaign. She is an expert in the appropriations process and has extensive policy experience in health care and higher education issues.

Christine graduated from Syracuse University with a dual degree in Public Relations from the S.I. Newhouse School of Public Communications and a Policy Studies from the Maxwell School of Citizenship and Public Affairs.

Matt Sagely. Matt Sagely joined The Normandy Group as a Partner after working on Capitol Hill in both the House and Senate for over a decade. In this capacity, Matt was responsible for the development and implementation of legislative priorities, special projects and state wide initiatives.

A native of Arkansas, Matt represented U.S. Senator John Boozman, as Chief of Staff, in both the House and the Senate. U.S. Senator John Boozman was first elected to the U.S. House in 2001 and then to the Senate in 2010.

Prior to his service with Senator Boozman, Matt worked for the American Trucking Association, the U.S. Chamber of Commerce, Representative Saxby Chambliss as a Senior Legislative Assistant, and Booz Allen Hamilton as a Senior Consultant. He has worked on legislative issues including agriculture, energy and commerce, transportation, health care, financial services, telecommunications and foreign affairs. This has given him a unique perspective of working a variety of issues in both the House and Senate.

Matt graduated with a bachelor's degree in Public Administration from Henderson State University (Arkadelphia, AR) and earned a Masters of Business Administration from Marymount University (Arlington, VA) in 2000.

Stan Skocki. Stan Skocki is a Founding Partner of The Normandy Group, and represents a host of diverse clients on federal funding, legislative, and policy matters. He has more than 20 years of lobby and legislative experience. Stan assists clients in developing and implementing comprehensive advocacy agendas; identifying and preparing federal grants; monitoring and reporting on policy, regulatory, and legislative issues; building meaningful client relationships with Members of Congress, government officials, business, and not-for-profit organizations; and, drafting bills and other legislative-related measures. He routinely monitors and advocates on an array of important policy matters, providing clients with comprehensive updates. Stan has authored legislation that was later enacted by the House, Senate, and signed into law. Moreover, he has a strong track record of success in assisting clients in their effort to secure federal funding for important programs and competitively awarded grants.



Prior to creating The Normandy Group in 2006, Stan was the Director of Federal Affairs for Fleischman and Walsh, a Washington, D.C. law firm, where he assisted clients on legislative matters. He brings more than 12 years of U.S. House and U.S. Senate legislative experience to the firm, serving in important roles at the district, legislative, committee, and leadership levels in both chambers of Congress. Stan was U.S. Senator DeWine's Director of Appropriations and Legislative Advisor. In this position, he was responsible for overseeing and implementing the Senator's appropriations objectives and served as the Senator's principal advisor on important policy matters. Stan drafted several legislative bills that were later enacted into law. Additionally, he has worked for Congressman McEwen, Congressman Livingston, the House Appropriations Committee, and served on Speaker-elect Livingston's leadership staff. In these roles, he managed complex issues and worked closely with Executive Branch officials, Members of Congress, and Congressional leadership and their staff. Stan has excellent contacts and relationships with both Republican and Democratic offices in both the House of Representatives and the Senate.

Stan has a Bachelor of Arts from The Ohio State University. He is also a graduate of the Congressional Research Services' House and Senate Legislation Graduate Institutes and the U.S. House of Representatives Parliamentary Law program.

Krista Stark. Krista Stark, a Founding Partner of The Normandy Group, represents several corporate clients on legislative matters. She possesses extensive experience working on issue areas such as judiciary; antitrust, patent, and copyright law; and, transportation, including aviation, highway, FEMA, water resources, and GSA matters. Krista's dedication and hard work has led to many successes for The Normandy Group's clients, both large and small. Ms. Stark has been able to secure important legislative provisions for clients related to immigration, an airline stabilization measure right after 9/11, "pretexting"



legislation, and federal employee retirement provisions. Krista has also been instrumental in securing appropriations funding for clients.

Krista brings over a decade of legislative experience to the firm. Prior to creating The Normandy Group, she worked for Congressman Sensenbrenner, Jr., who served as Chairman of the House Judiciary Committee as well as the Chairman of the House Science Committee. Specifically Krista served as Legislative Director for Congressman Sensenbrenner, Jr. and managed a diverse set of legislative issues from matters related to the Judiciary and Science Committees and transportation, agriculture, energy and appropriations issues. She has consistently been able to take constituent, and now client, ideas and formulate them into legislation. Krista has successfully worked with the House Leadership and the Senate to turn this legislation into law.

Krista has a Bachelor of Arts in Political Science from the University of Wisconsin - Oshkosh and a Master of Arts in Political Science from Marquette University.

Ron Eritano. Ron Eritano serves as the Director of Federal Affairs at The Normandy Group. In this role, Ron assists The Normandy Group partners with providing a wide arrange of services to all clients. Throughout his tenure at the firm, he has acquired a great of experience navigating the complexities of the federal government, working extensively with both the Administration and Congress. With a strong understanding of client priorities, Ron has been able to successfully navigate both the federal grant process and a difficult legislative environment to the benefit of The Normandy Group's customers.



Prior to joining The Normandy Group, Ron had roughly five years of experience on Capitol Hill in both the House of Representatives and Senate. This included serving as a Senior Legislative Assistant for Representative Lloyd Doggett (D-TX-). In this capacity, Ron managed a number of issues for the Congressman, including: foreign affairs; trade; financial services; defense; homeland security; education; environment; energy; and, technology. In addition, he assisted closely in the carrying out of the Congressman's appropriations initiatives, as well as the Congressman's participation on the House Committee on Ways and Means. Previously, Ron also served in several legislative roles for Senator Frank Lautenberg (D-NJ). Each of these experiences have given him a strong understanding of the federal legislative process and helped establish a number of close relationships in Congress. In addition to his time in Washington, D.C., Ron worked in a business strategy capacity for three Fortune 500 corporations: General Motors, FedEx, and Bayer Corporation. Ron has also clerked in the South Carolina Department of Health and Environmental Control's Legal Counsel Office and with the law firm of Sowell, Gray, Stepp & Laffitte in Columbia, SC.

Ron received a JD and MBA from the University of South Carolina. Additionally, he earned a Bachelor of Science in Finance from the University of Maryland and a certification in EU business management from the Otto Beisheim Graduate School of Management in Koblenz, Germany.

Connor Ahearn. Connor Ahearn is a Deputy Director of Federal Affairs, providing legislative support and research, helping to implement client initiatives at The Normandy Group. Before joining firm, Connor worked as a Legislative Assistant at UPS Corporate Public Affairs based in Washington, D.C. During his time at UPS, he conducted legislative research, participated in advocacy efforts on Capitol Hill, and supported outreach efforts to the Administration. These efforts covered a variety of matters, including trade agreements, international aviation, customs, and postal issues. Additionally, he



worked extensively on UPS' involvement as a member of the President's Export Council and on other public-private initiatives aimed at helping to increase U.S. exports. Prior to UPS, Connor worked on Capitol Hill for Congressman Adam Smith (D-WA-9), providing administrative support and constituent outreach. These experiences have helped him to develop a deep understanding of the political process and a unique insight into some of its intricacies.

Connor graduated from the College of William and Mary where he double majored in Economics and Government.

Kimberly Glennon. Kimberly Glennon is a Deputy Director of Federal Affairs at The Normandy Group, focusing on research and support for client priorities. She previously served as the Office Manager at the firm, where she was responsible for assisting with client-related matters, filing Congressional disclosure forms, and overseeing the day-to-day operations at the firm. She is a former intern for Senator Mark Kirk (R-IL), where she focused mainly on constituent services. Kimberly also took part in Miami University of Ohio's illustrative Inside Washington Program, during which she interned for Congressman Michael R. Turner (R-OH-3) and learned the intricacies of the legislative process.



Kimberly graduated Phi Beta Kappa from Miami University with a Bachelor of Arts in Political Science and Journalism.

Rachael Smyth. Rachael Smyth is the Office Manager at The Normandy Group, where she is responsible for assisting with client-related matters, filing Congressional disclosure forms, and overseeing the day-to-day operations at the firm. She is a former intern for Representative Daniel Webster (R-FL.), where she gained valuable experience in the legislative process, attended Congressional committee meetings, provided briefs for legislative staff, and assisted with constituent services.

Rachael graduated from North Florida Community College with her Associates Degree in Business.

ATTACHMENT B – CLIENT LIST

Accelerate Colorado
Association for Automatic Identification
and Mobility of North America (AIM
North America)
American Airlines
American Systems Corporation
Auction.com
Becker College
Bioworld Group
Breakthrough Charter Schools
Career Point College
Center for Disease Detection
City of Aurora, CO
City of San Marcos, TX
Council for Opportunity in Education
Cuyahoga County, OH
Duty Free Americas
FAA Managers Association
Ferrum College
Forest City Enterprises
Forever Family
Genentech, Inc.
General Motors
Google
HomeSpring Realty Partners
ID Integration

MATT.org
Monode Marking Products, Inc.
National Association of Community
Health Centers
National Cable & Telecommunications
Association
Nationwide Children's Hospital
Rackspace, US Inc.
Rockdale County, Georgia
Texas State University System
-Lamar Institute of Technology
-Lamar State College-Orange
-Lamar State College-Port Arthur
-Lamar University
-Sam Houston State University
-Sul Ross State University
-Sul Ross State University Rio
Grande College
-Texas State University-San Marcos
TIG Insurance
University of New Haven
University of the Incarnate Word
Verizon Communications
Veterans, Inc.
Visiting Nurse Association of Ohio
Visiting Nurse Association (Nebraska
and Iowa)
Visiting Nurse Service, Indiana

ATTACHMENT C – LOBBY REGISTRATIONS

LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name <input checked="" type="checkbox"/> Organization/Lobbying Firm <input type="checkbox"/> Self Employed Individual			
The Normandy Group, LLC			
2. Address <input type="checkbox"/> Check if different than previously reported			
Address1	888 16th St NW Suite 530	Address2	
City	Washington	State	DC
Zip Code	20006	Country	USA
3. Principal place of business (if different than line 2)			
City		State	
Zip Code		Country	
4a. Contact Name	b. Telephone Number	c. E-mail	5. Senate ID#
Mr. LOUIS DUPART	<input type="checkbox"/> International Number (202) 223-8952	ldupart@thenormandygrp.com	306636-1005178
7. Client Name	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Check if client is a state or local government or instrumentality		6. House ID#
City of Aurora, Colorado			381760091

TYPE OF REPORT 8. Year 2013 Q1 (1/1 - 3/31) Q2 (4/1 - 6/30) Q3 (7/1-9/30) Q4 (10/1 - 12/31)

9. Check if this filing amends a previously filed version of this report

10. Check if this is a Termination Report Termination Date _____ 11. No Lobbying Issue Activity

INCOME OR EXPENSES - YOU MUST complete either Line 12 or Line 13	
<p style="text-align: center;">12. Lobbying</p> <p>INCOME relating to lobbying activities for this reporting period was:</p> <p>Less than \$5,000 <input type="checkbox"/></p> <p>\$5,000 or more <input checked="" type="checkbox"/> \$ <u>30,000.00</u></p> <p>Provide a good faith estimate, rounded to the nearest \$10,000, of all lobbying related income from the client (including all payments to the registrant by any other entity for lobbying activities on behalf of the client).</p>	<p style="text-align: center;">13. Organizations</p> <p>EXPENSE relating to lobbying activities for this reporting period were:</p> <p>Less than \$5,000 <input type="checkbox"/></p> <p>\$5,000 or more <input type="checkbox"/> \$ _____</p> <p>14. REPORTING Check box to indicate expense accounting method. See instructions for description of options.</p> <p><input type="checkbox"/> Method A. Reporting amounts using LDA definitions only</p> <p><input type="checkbox"/> Method B. Reporting amounts under section 6033(b)(8) of the Internal Revenue Code</p> <p><input type="checkbox"/> Method C. Reporting amounts under section 162(e) of the Internal Revenue Code</p>

Signature Digitally Signed By: Rachael Smyth Date 10/18/2013

Printed Name and Title Louis Dupart, Partner

LOBBYING ACTIVITY. Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code

TRA	Transportation
-----	----------------

 (one per page)

16. Specific lobbying issues

Work with the Federal Aviation Administration and the House and Senate Aviation subcommittees re: Denver International Airport and proposed "aerotropolis." - Airport City and its propriety under 1988 Intergovernmental Agreement (IGA).

17. House(s) of Congress and Federal agencies Check if None

U.S. SENATE, U.S. HOUSE OF REPRESENTATIVES, Federal Aviation Administration (FAA)

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Louis	Dupart			<input type="checkbox"/>
Krista	Stark			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

19. Interest of each foreign entity in the specific issues listed on line 16 above Check if None

Printed Name and Title Louis Dupart, Partner

Clerk of the House of Representatives
Legislative Resource Center
B-106 Cannon Building
Washington, DC 20515
<http://lobbyingdisclosure.house.gov>

Secretary of the Senate
Office of Public Records
232 Hart Building
Washington, DC 20510
<http://www.senate.gov/lobby>

LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name Organization/Lobbying Firm Self Employed Individual

The Normandy Group, LLC

2. Address Check if different than previously reported

Address1 888 16th St NW Suite 530 Address2 _____
City Washington State DC Zip Code 20006 - Country USA

3. Principal place of business (if different than line 2)

City _____ State _____ Zip Code _____ - Country _____

4a. Contact Name

Ms. KRISTA STARK

b. Telephone Number c. E-mail

International Number

(202) 223-8955

kstark@thenormandygrp.com

5. Senate ID#

306636-1004797

7. Client Name Self Check if client is a state or local government or instrumentality

ACCELERATE COLORADO

6. House ID#

381760054

TYPE OF REPORT 8. Year 2013 Q1 (1/1 - 3/31) Q2 (4/1 - 6/30) Q3 (7/1-9/30) Q4 (10/1 - 12/31)

9. Check if this filing amends a previously filed version of this report

10. Check if this is a Termination Report Termination Date _____ 11. No Lobbying Issue Activity

INCOME OR EXPENSES - YOU MUST complete either Line 12 or Line 13

12. Lobbying

INCOME relating to lobbying activities for this reporting period was:

Less than \$5,000

\$5,000 or more \$ 20,000.00

Provide a good faith estimate, rounded to the nearest \$10,000, of all lobbying related income from the client (including all payments to the registrant by any other entity for lobbying activities on behalf of the client).

13. Organizations

EXPENSE relating to lobbying activities for this reporting period were:

Less than \$5,000

\$5,000 or more \$ _____

14. REPORTING Check box to indicate expense accounting method. See instructions for description of options.

- Method A. Reporting amounts using LDA definitions only
 Method B. Reporting amounts under section 6033(b)(8) of the Internal Revenue Code
 Method C. Reporting amounts under section 162(e) of the Internal Revenue Code

Signature Digitally Signed By: Rachael Smyth

Date 10/18/2013

Printed Name and Title Krista Stark, Partner

LOBBYING ACTIVITY. Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code

ECN	Economics/Economic Development
-----	--------------------------------

 (one per page)

16. Specific lobbying issues

Worked on various economic development initiatives.

17. House(s) of Congress and Federal agencies Check if None

U.S. HOUSE OF REPRESENTATIVES, U.S. SENATE

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Krista	Stark		Staff Asst, Leg Asst, Leg Dir. Rep Sensenbrenner	<input checked="" type="checkbox"/>
Louis	Dupart		C.CCHPSCI/DA.S.Defl-A/CCStaDirAntComSenJu	<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

19. Interest of each foreign entity in the specific issues listed on line 16 above Check if None

Printed Name and Title Krista Stark, Partner

LOBBYING ACTIVITY. Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code DEF Defense (one per page)

16. Specific lobbying issues

Worked on issues involving attracting additional missions at various Colorado military and defense instalations.

17. House(s) of Congress and Federal agencies Check if None

U.S. HOUSE OF REPRESENTATIVES, U.S. SENATE

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Krista	Stark			<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

19. Interest of each foreign entity in the specific issues listed on line 16 above Check if None

Printed Name and Title Krista Stark, Partner

Clerk of the House of Representatives
Legislative Resource Center
B-106 Cannon Building
Washington, DC 20515
<http://lobbyingdisclosure.house.gov>

Secretary of the Senate
Office of Public Records
232 Hart Building
Washington, DC 20510
<http://www.senate.gov/lobby>

LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name <input checked="" type="checkbox"/> Organization/Lobbying Firm <input type="checkbox"/> Self Employed Individual			
The Normandy Group, LLC			
2. Address <input type="checkbox"/> Check if different than previously reported			
Address1	888 16th St NW Suite 530		
Address2			
City	Washington		
State	DC		
Zip Code	20006		
Country	USA		
3. Principal place of business (if different than line 2)			
City			
State			
Zip Code			
Country			
4a. Contact Name	b. Telephone Number	c. E-mail	5. Senate ID#
Mr. LOUIS DUPART	<input type="checkbox"/> International Number (202) 223-8952	ldupart@thenormandygrp.com	306636-330
7. Client Name <input type="checkbox"/> Self <input type="checkbox"/> Check if client is a state or local government or instrumentality			6. House ID#
FOREST CITY ENTERPRISES			381760017

TYPE OF REPORT 8. Year 2013 Q1 (1/1 - 3/31) Q2 (4/1 - 6/30) Q3 (7/1-9/30) Q4 (10/1 - 12/31)

9. Check if this filing amends a previously filed version of this report

10. Check if this is a Termination Report Termination Date _____ 11. No Lobbying Issue Activity

INCOME OR EXPENSES - YOU MUST complete either Line 12 or Line 13	
12. Lobbying	13. Organizations
INCOME relating to lobbying activities for this reporting period was:	EXPENSE relating to lobbying activities for this reporting period were:
Less than \$5,000 <input type="checkbox"/>	Less than \$5,000 <input type="checkbox"/>
\$5,000 or more <input checked="" type="checkbox"/> \$ <u>20,000.00</u>	\$5,000 or more <input type="checkbox"/> \$ _____
Provide a good faith estimate, rounded to the nearest \$10,000, of all lobbying related income from the client (including all payments to the registrant by any other entity for lobbying activities on behalf of the client).	14. REPORTING Check box to indicate expense accounting method. See instructions for description of options.
	<input type="checkbox"/> Method A. Reporting amounts using LDA definitions only
	<input type="checkbox"/> Method B. Reporting amounts under section 6033(b)(8) of the Internal Revenue Code
	<input type="checkbox"/> Method C. Reporting amounts under section 162(e) of the Internal Revenue Code

Signature _____ Date _____

Printed Name and Title Louis Dupart, Partner

LOBBYING ACTIVITY. Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code BUD Budget/Appropriations (one per page)

16. Specific lobbying issues

Seek federal funding for Forest City projects across the United States, in particular Denver; Washington, D.C.; Albuquerque, NM; Ohio; and Dallas, TX.

17. House(s) of Congress and Federal agencies Check if None

U.S. HOUSE OF REPRESENTATIVES, U.S. SENATE

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Louis	Dupart			<input type="checkbox"/>
Krista	Stark			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

19. Interest of each foreign entity in the specific issues listed on line 16 above Check if None

Printed Name and Title Louis Dupart, Partner

LOBBYING ACTIVITY. Select as many codes as necessary to reflect the general issue areas in which the registrant engaged in lobbying on behalf of the client during the reporting period. Using a separate page for each code, provide information as requested. Add additional page(s) as needed.

15. General issue area code

TRA	Transportation
-----	----------------

 (one per page)

16. Specific lobbying issues

Work on reauthorization of Highway Bill and reprogramming of previously authorized/appropriated project funding for other highway projects.

17. House(s) of Congress and Federal agencies Check if None

U.S. HOUSE OF REPRESENTATIVES, U.S. SENATE

18. Name of each individual who acted as a lobbyist in this issue area

First Name	Last Name	Suffix	Covered Official Position (if applicable)	New
Louis	Dupart			<input type="checkbox"/>
Krista	Stark			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

19. Interest of each foreign entity in the specific issues listed on line 16 above Check if None

Printed Name and Title Louis Dupart, Partner

**ATTACHMENT A
FEE SCHEDULE**

The Offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees as detailed below shall be firm through the entire term of the awarded agreement.

- Hourly Rate Summary for the attached scope of service, please provide the breakdown of your hourly rates and typical number of hours for each discipline. All reimbursable must be defined and identified.

<u>Discipline</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

2.	Direct Cost	- Monthly flat retainer fee	\$ <u>1,500</u>
3.	Indirect Cost		\$ _____

TOTAL \$ 1,500

The remainder of this page left blank intentionally



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: RFP 2013.142
SOLICITATION DATE: October 18, 2013
DESCRIPTION: Federal Lobbying Services
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: November 18, 2013

The hour and date specified for receipt of RFP 2013.142 [X] is [] is not extended to the following new hour and date:

Monday, November 25, 2013 at 4:00 p.m.

The above-numbered solicitation is amended as set forth below. Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL. If by virtue of this addendum you desire to change a proposal already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

A. This Addendum is issued to extend the opening date for RFP 2013.142 **from**, Monday, November 18, 2013 at 4:00 p.m.;

To: Monday, November 25, 2013 at 4:00 p.m.

B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

ACKNOWLEDGEMENT:

(Signature/Date)

(Name and Title)

(Company Name)

(Address)

cc: RFP 2013.142

OFFEROR'S CERTIFICATION OF COMPLIANCE

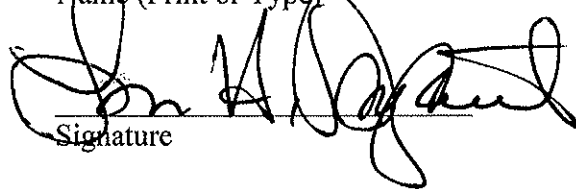
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned Offeror hereby certifies that at the time of this certification, Offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the Offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

The Normandy Group, LLC
Company Name

11 | 14 | 13
Date

Louis H. Dupart
Name (Print or Type)


Signature

Managing Partner
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



**REQUEST FOR PROPOSAL
2013.142
FEDERAL LOBBYING SERVICES**

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE through Addenda # NONE
(If None, Please write NONE)

The Normandy Group, LLC
Company Name

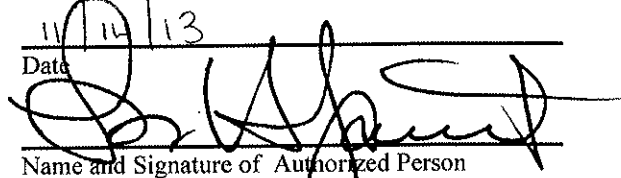
888 16th St NW Suite 530
Address

Washington, DC 20006
City, State, Zip Code

N/A
County

(202) 223-8950
Telephone

L Dupart @ the.normandygrp.com
E-mail Address

11/14/13
Date

Name and Signature of Authorized Person

Louis H. Dupart
Printed Name

Managing Partner
Title

(866) 488-4697
Fax

EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County RFP 2013.142 Federal Lobbying Service Solicitation

The remainder of this page left blank intentionally

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2013.142**

FEDERAL LOBBYING SERVICES

All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance Date: October 18, 2013

**Written questions regarding this RFP will be accepted through
October 24, 2013, by 2:00 p.m.**

**RFP Opening Date: November 18, 2013
Time: 4:00 p.m.**

**Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601**



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of Finance is seeking proposals from experienced individuals and/or government relations firms to provide federal lobbying services for Adams County Government including, but not limited to, representation with members of Congress, pertinent federal offices and agencies, relevant interest groups, funding sources at the federal level, coalitions and associations.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Vendors must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
3. Written questions relating to RFP 2013.142 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hcasteel@adcogov.org until the close of business on or before, Thursday, October 24, 2013, by 2:00 p.m.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Monday, November 18, 2013.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original CD as a .pdf file** and five (5) hardcopies. Proposal should not exceed **ten (10) pages** excluding the RFP required pages submitted only on single sided, single column typed 8.5" x 11" size. Brochures or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document “**OFFEROR’S CERTIFICATION OF COMPLIANCE**” Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the “**OFFEROR’S SIGNATURE PAGE**” acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror’s name from the County’s Vendor’s List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to short list from the submitting Offerors and conduct interviews.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.

- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.4.1. Each Occurrence \$1,000,000
 - 7.4.2. This insurance requirement applies only to Offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.5. The Offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Offeror.
 - 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.

- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
 - 9.1. The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

- 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

End General Information

The remainder of this page left blank intentionally

10. STATEMENT AND SCOPE OF SERVICES

10.1. Statement of Services:

The Adams County Board of County Commissioners (BOCC), by and through its Purchasing Division of Finance is seeking a highly qualified individual and/or government relations firm who has successfully provided professional federal lobbying services for local governmental jurisdictions. The lobbyist will assist the BOCC and the County Project Manager in identifying current legislative issues impacting Adams County Colorado Government, (refer to hereafter as the "County") including; but not limited to, representation with members of Congress, pertinent federal offices and agencies, relevant interest groups, funding sources at the federal level, coalitions and associations.

Background:

Adams County, Colorado Government cities and towns consist of the Cities of Arvada; Aurora; Brighton, Commerce City; Federal Heights; Northglenn; Thornton; and Westminster and the Town of Bennett. Adams County is about 759,000 acres; population of 441,603 people; Unincorporated population of 89,163 people; and Housing Units of 155,999.

10.2. Scope of Services:

The Offeror will in accordance with the highest legal, ethical and professional standards, provide at the direction of County Board of Commissioners, federal lobbying services, including but not limited to the following services:

- 10.2.1. Act as the lead Representative for Adams County in Washington, D.C. on federal legislation and project matters as requested by the County BOCC.
- 10.2.2. The Offeror must have an established office in Washington, D.C; general avers that they are a professional Lobbyist registered in accordance with federal law.
- 10.2.3. Knowledge and a minimum of five (5) years of experience providing experience at the federal level.
- 10.2.4. Shall be responsible for advising the BOCC about any federal issues that may impact local government.
- 10.2.5. Offeror shall demonstrate an established working relationship with key agencies such as; FAA, EPA, Transportation, HUD, HHS; and Department of Labor.
- 10.2.6. Advise and inform members of Congress and their staff of county priorities and objectives.
- 10.2.7. Monitor and advocate the County's interests before federal agencies.

- 10.2.8. Monitor, advise on federal grant opportunities, and coordinate with the County Project Manager.
- 10.2.9. Assist in the development and management of federal appropriation requests, and other duties regarding federal issues as needed.
- 10.2.10. Shall be responsible for developing lobbying strategies and keeping the County Project Manager informed.
- 10.2.11. The County reserves the right to add or delete services, and award multiple agreements from this solicitation.

11. FEE SCHEDULE AND PAYMENT:

11.1. The Offeror must provide a scope of service to include firm fixed fees to be included within the proposal.

11.2. The Offeror must submit incurred expenses monthly with supporting documents.

12. HOURS OF WORK:

12.1. The County's normal work hours at the site are from 8:00 a.m. to 4:30 p.m. MST, Monday through Friday, excluding holidays.

13. TERM OF THE AGREEMENT:

13.1. Award of this solicitation will result in the establishment of a signed County Agreement for a one (1) year with two (2) option years from the date of the issuance of the notice to proceed (NTP).

14. CONFLICT OF INTEREST:

14.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

15. INDEPENDENT OFFEROR:

15.1. Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees.

Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

15.2. Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

16. NONDISCRIMINATION:

16.1. The Offeror shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.

16.2. The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

17. PROPOSAL EVALUATION INSTRUCTIONS:

17.1. This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

17.1.1. Experience. The County requires that the offeror have experience in providing legislative and federal lobbying services, include experience working with members the County Congressional Delegation and staff, relevant Members of Congress and their staff, relevant congressional committees and their professional staff, House and Senate leadership, pertinent members of the Administration and Cabinet; such as FAA; EPA; Transportation; HUD; HHS; and Employment and Labor. Describe your firm's relationship with these members and how these relationships can benefit the County's federal objectives as you understand them.

17.1.2. Key Personnel. Provide the name and business address of the entity or individual that will be the key personnel on the project along with their professional experience as a lobbyist and attach a copy of each person's resume (former firm names and years established, if applicable) projects, dates, and their role/responsibility in the project. Indicate the number of hours each person, including the Project Manager, will be dedicated to this project and each person's role/responsibility with this project.

17.1.3. Expertise. State in detail, the offeror's specific experience and role in the subject areas listed below, and provide examples of similar work performed for other clients. If the offeror has developed specialized expertise in any area or issue, please describe the scope and extent of that expertise.

17.1.3.1. Thoroughly describe the expertise and achievements of the above described team to represent the County.

17.2.3. Include a complete description of each accomplishment using the following format:

17.2.3.1. Services performed for current or prior clients;

17.2.3.2. Strategies employed to accomplish assignments;

17.2.3.3. Examples of specific results achieved;

17.2.3.4. Include the names of clients for whom work was performed;

17.2.3.5. Dates work was performed; and

17.2.3.6. Names of team members performing the work.

17.2. **Workplan for the County Federal Relations**

17.2.1. Briefly describe how the Offeror would develop a Workplan for the key issues that affect the County; (example such as: FAA; Space Port Development; DIA Relations; Transportation Funding; EPA Water Quality, etc.). Include how you would identify the County's most important short-term federal objectives, and how you would help the County overcome any particular obstacles in accomplishing its objectives in Congress or in the Administration.

17.3. **Project Approach/Offeror Resources**

17.3.1. The proposal shall contain a description of how the Offeror intends to provide the services, including, but not limited to, its method or approach to client relations, solving problems, coordinating and disseminating information, oral and written communication strategy, and developing and implementing strategy. The proposal shall also describe the manner in which offeror will create and strengthen relationships between County personnel, federal delegation, legislative staff, and key agency officials.

17.3.2. Describe resources your firm will bring to this project. Include:

17.3.2.1. A description of strategic relationships with other organizations;

17.3.2.2. A description of specific relationships with federal elected officials demonstrating bipartisan contacts (specifically, Adams County Delegation, prospective members of leadership in both the House and Senate); and,

17.3.2.3. Other special, relevant resources.

17.4. **Fee Schedule**

- 17.4.1. The Offeror shall submit a fee schedule, detailing the total flat fees or an alternative fee schedule proposed by the Offeror and reasonable out-of-pocket costs and expenses using the attached fees schedule referenced. It is expressly understood and agreed that the obligation of the County to make payments to the successful Offeror shall only extend to monies appropriated by the County BOCC; and encumbered for the purposes of the awarded agreement.
- 17.5. Provide copies of current certificates of registration for any person who will provide lobbying services, if any, resulting from the RFP.
- 17.6. Disclose whether the offeror's entity, or any shareholder, member, partner, or officer or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim; provided, however, that offeror need not disclose minor traffic matters.
- 17.7. Provide a copy of offeror's current client list and a discussion of current or former clients represented by the offeror whose interests may either coincide or conflict with the interests of the County. The offeror is advised that the County intends that any and all legislative agenda, priorities, actions, and needs of the County shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the offeror.
- 17.8. The County expects that the offeror shall refrain from undertaking any representation of other parties concerning any Legislative Matter whose interests are adverse to the interests of the County. The County reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.
- 17.9. At least three (3) references shall be provided for similar projects.
- 17.10. A W-9 form shall be completed and returned with proposal.

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18. EVALUATION FACTORS FOR AWARD:

- 18.1. Award will be made to the responsive, responsible offeror who submits the most technically acceptable proposal. The County reserves the right to award multiple agreements from this solicitation.
- 18.2. A review committee consisting of members, appointed by the County, will make recommendations to the County Board of Commissioners. The evaluation is based on the individual/firm's qualifications. The committee may request additional information from offerors or request personal interviews with offerors.
- 18.3. The evaluation criteria are listed below in descending order of importance.

19. CRITERIA:

- 19.1. Individual/Firm's experience, key personnel, qualifications and ability to organize legislative support.
- 19.2. Demonstrated familiarity with the political process at the federal level.
- 19.3. Proposed Fee Schedule.
- 19.4. Demonstrated successful federal lobbying experience and developing successful lobbying efforts
- 19.5. Individual/Firm's approach and methodology.

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OFFEROR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned Offeror hereby certifies that at the time of this certification, Offeror does not knowingly employ or contract with an illegal alien who will perform work under the attached agreement for services and that the Offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached agreement for services.

OFFEROR:

THE NORMANDY GROUP

Company Name

Date

Name (Print or Type)

Authorized Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: [Signature]
Chair Signature

1-6-14
Date:

CONTRACTOR

THE NORMANDY GROUP

By: Louis Dupart
Name (Print or Type)

January 16, 2014
Date:

[Signature]
Authorized Signature

Managing Partner
Title

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

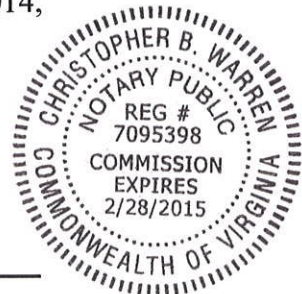
NOTARIZATION:
COUNTY OF Washington)
STATE OF DC)SS.

Signed and sworn to before me this 16 day of January, 2014,

by Louis Dupart,

[Signature]
Notary Public

My commission expires on: 2/28/2015



Richard C. Lemke
DIRECTOR



Finance Department
Telecommunications
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058
www.adcogov.org

TO: The Board of County Commissioners

THROUGH: Loren Imhoff, Purchasing Manager, Rich Lemke, Finance Director and Todd Leopold, County Manager

FROM: Heidi Castelli, Purchasing Agent II, Purchasing Division

DATE: December 11, 2013

SUBJECT: To accept a proposal award recommendation for RFP 2013.142 Federal Lobbying Service and award an Agreement to The Normandy Group for Adams County Government

BACKGROUND:

The County is in need of a federal lobbyist to assist with current legislative issues that impact Adams County. The Purchasing Division was asked to issue a request for proposal.

During the week of October 11, 2013, staff advertised RFP 2013.142 for Federal Lobbying Services in the Denver Post in accordance with the County's Purchasing Policy.

Proposals were solicited through the Rocky Mountain E-Purchasing System and notifications were sent to three hundred thirty-two (332) firms. In addition, ten (10) lobbying firms were invited to submit a proposal. Thirty-seven (37) companies downloaded the solicitation. Proposals were opened on November 25, 2013, and seven (7) proposals were received from Corporate Advocates, John Young Advocacy, The Normandy Group, Miller Wenhold Capitol Strategies, Brownstein Hyatt Faber Schreck, Thomas Walters & Associates, Inc. and Smith Dawson & Andrews.

All proposals were independently evaluated and scored using the below evaluation criteria for 100 points, in addition, interviews by The Board of County Commissioners for 10 additional points for a possible 110 points.

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
1. Individual/Firm's experience, key personnel, qualifications and ability to organize legislative support.	0-30
2. Demonstrated familiarity with the political process at the federal level.	0-25
3. Proposed Fee Schedule.	0-25
4. Demonstrated successful federal lobbying experience and developing successful lobbying efforts.	0-15
5. BOCC Interview	0-10
6. Individual/Firm's approach and methodology.	0-05

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

There were three (3) Offerors short-listed based upon their scores received for their submitted proposal; Brownstein Hyatt Faber Schreck, The Normandy Group, and Miller Wenhold Capital Strategies.

The shortlisted Offerors were contacted for an interview with The Board of County Commissioners on December 20th and January 2nd, and proposals were evaluated for final scores.

Award recommendation is being made to the most responsive, responsible Offeror who submitted the most technically acceptable proposal and fees for one year with two (2) option years. Any option year extensions will be presented to the BOCC prior to exercising.

<u>Offerors</u>	<u>Scores</u>	<u>First Year Fees</u>
The Normandy Group	96%	\$ 90,000.00
Brownstein Hyatt Faber Schreck	86.6%	\$114,000.00
Miller Wenhold Capital Strategies	84.4%	\$120,000.00
Thomas Walters \$ Associates, Inc.	82.8%	\$ 60,000.00
Smith Dawson & Andrews	82%	\$ 90,000.00
John Young Advocacy	80%	\$ 72,000.00
Corporate Advocates	68.2%	\$240,000.00

Staff and the Assistant County Manager reviewed The Normandy Group's, submitted proposal which received the highest evaluation score. It was determined their proposal met the needs of the Adams County Board of County Commissioners through their firm's experience, qualifications, and fee schedule. Their fees are considered fair and reasonable for the scope of service. Purchasing is in agreement with the award recommendation.

COST & SOURCE OF FUNDING: Funding will come from 2014 approved budget.

TIMING: January 2014

INTERESTED AND/OR INVOLVED PARTIES: Assistant County Manager and BOCC

STATUTORY REQUIREMENTS: N/A

AGENCIES, DEPARTMENTS, OFFICES COORDINATED WITH: Assistant County Manager and BOCC

REQUIRED/RECOMMENDED ACTION: The recommendation is to approve the award to The Normandy Group in the amount of \$90,000.00.



County Administrator

4430 South Adams County Parkway, 5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6193 FAX 720.523.6045

MEMORANDUM

To: Heidi Casteel, Purchasing Agent

From: Ruth Kedzior, Assistant County Manager

Date: January 2, 2014

Subject: **Contract Recommendation for Federal Lobbying Services**

Seven proposals were received by Adams County in response to the RFP that was issued for federal lobbying services. Each of the proposals was evaluated individually by the evaluation committee members. The evaluation committee met to discuss the scoring of the proposals and recommended that the top three proposals be submitted to the Board of County Commissioners for phone interviewing.

The Board of County Commissioners conducted phone interviews with each of the three finalists. Based on the oral presentations made by the three finalists, the Board chose to award the contract to The Normandy Group.

The Normandy Group earned the highest score out of the all proposals for their expertise and experience level working with Congress, with substantial experience in the appropriations process, both in the House and Senate; working with the Executive Branch and having established relationships with officials in key agencies such as the U.S. Department of Transportation including its sub-agencies, the FAA, ATO and FHA., U.S. Department of Commerce, U.S. Department of Housing and Urban Development, and the EPA.

The Normandy Group identified key issues critical to Adams County and identified ways the firm could help Adams County by conducting a comprehensive assessment of the county's needs, creating a meaningful legislative agenda, and strategically working this plan toward successful deliverables and measurable outcomes.

The proposal identified a project leader with the extensive resources of the firm to support the project leader. The proposal also includes a fee schedule that is competitively priced.

The evaluation committee and the Adams County Board of Commissioners concur that the most responsive proposal was submitted by The Normandy Group.

Request for Proposal
2013.142
Federal Lobbying Services
Evaluation Recap
January 2, 2014

NAME OF FIRM	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	MO Fees	Yearly Fees	Short Listed Firms	TOTALS	AVERAGES
Corporate Advocates	65	89	87	50	50	\$20,000.	\$240,000		341	68.2
John Young Advocacy	80	75	70	85	90	\$6,000.00	\$72,000		400	80
The Normandy Group	100	91	64	85	90	\$7,500.00	\$90,000	✓	430	96
Miller Wenhold Capitol Strategies	95	87	60	90	90	\$10,000	\$120,000	✓	422	84.4
Brownstein Hyatt Faber Schreck	100	92	63	80	98	\$9,500.00	\$114,000	✓	433	86.6
Thomas Walters & Associates, Inc.	83	93	78	75	85	\$5,000.00	\$60,000		414	82.8
Smith Dawson & Andrews	95	90	65	75	85	\$7,500.00	\$90,000		410	82