CONTRACT FOR OUTREACH COORDINATOR
FOR THE NEVADA RETROFIT INITIATIVE

THIS CONTRACT is being entered into this __________ day of ____________________, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and PURDUE MARION AND ASSOCIATES CORPORATION (hereinafter the "Company") having its principal office located at 3455 Cliff Shadows Parkway, Suite 190, Las Vegas, Nevada 89129.

SECTION A – Contract Form

The subject matter of this Contract is the provision of outreach and public relations services in support of the Nevada Retrofit Initiative (NRI).

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(h) "*Nevada Retrofit Initiative (NRI)*" means the Nevada State Grant funded effort to encourage homeowners in making home improvements to increase energy efficiency.

(i) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay up to the Not to Exceed amount of $425,000 for the performance of this Contract.

Item No.	Description	Quantity	Price	Total
1	Media Kit	2	$2,500	$5,000
2	Marketing Plan	2	$9,000	$18,000
3	Marketing Plan Implementation	24	$7,916	$190,000
4	Financial and Performance Reports	24	$500	$12,000
5	**Reimbursable**			
5 (a)	Travel (Not to Exceed)	1	$18,000	$18,000
5 (b)	Design and Printing (Not to Exceed)	1	$76,500	$76,500
5 (c)	Advertising (Not to Exceed)	1	$61,000	$61,500
5 (d)	Event Costs (Not to Exceed)	1	$44,000	$44,000
			Grand Total	**$425,000**

(b) Reimbursable Expenses. The City shall reimburse the Company at cost for actual out-of-pocket expenses for such items as advertising, marketing, long distance telephone charges, printing and copying, and postage and delivery charges. The Company will work proactively with the City to ensure that expenses are in keeping with the City's expectations. Reimbursable expenses for the duration of this contract shall not exceed the following;

Reimbursable Expense	Not to Exceed Amount
Travel	$18,000
Printing (program brochure, financing rack card, door hangers, billboard vinyl's)	$33,000
Graphic Design & Copywriting	$43,500
Advertising	$61,500
Event Costs (location costs, refreshments, and technical support)	$44,000
Reimbursable Expense Total (Not to Exceed)	**$200,000**

(c) Reimbursable Travel Expenses. If travel is required in the performance of services under this Contract, reasonable travel expenses will be paid based on the established Not to Exceed cost when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate in accordance with then-current per diem schedules published by the IRS. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-4 Invoices

(a) The Company shall submit an invoice to the City each month in accordance with the delivery schedule set forth in Paragraph B-5 (Period/Delivery Schedule) below. All invoices should identify the following items:

(i) the date of the invoice, and invoice number;

(ii) the purchase order number;

(iii) the Contract Item against which charges are made;

(iv) performance dates covered;

(v) receipts for Reimbursable Expenses/Travel Expenses;

(vi) summary of completed tasks and

(vii) financial and performance report

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) The Company shall forward a copy of the invoice, summary of completed tasks with a financial and performance report to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date through September, 2013.

(b) Delivery Schedule. The City and Company anticipate that Deliverables will be completed approximately in accordance with the following Delivery Schedule:

Milestone Task	**Delivery Date**
Preliminary Media Kit	November 1, 2011
Preliminary Marketing Plan	November 1, 2011
Final Marketing Plan	December 15, 2011
Marketing Materials	January 15, 2012
Final Media Kit	January 15, 2012
Periodic Financial & Performance Reports	December 15, 2011
	March 15, 2012
	June 15, 2012
	September 15, 2012
	December 15, 2012
	March 15, 2013
Final Report	September 30, 2013

SECTION C – Statement of Work and Deliverables

C-1 Scope of Services

The Company will work closely with the City, and various Program Partners, to develop and implement a marketing plan mainly focused on neighborhood-level outreach, with a regional component as well. The Marketing Plan will include a recommendation to change the name of the Nevada Retrofit Initiative. Approximately 80% of the plan's focus and expenditures will be in southern Nevada and 20% in northern Nevada. The strategic plan is located in Exhibit A.

The Company shall be responsible for:

(a) Development of a Media Kit containing, at minimum: logo, program messaging and program name/brand (in place of the current "NRI" name). The logo will be used concurrently with HomeFree Nevada and Home Performance with ENERGY STAR marks.

(b) Development of a Marketing Plan that outlines the best methods (within scope and budget) for coordinated efforts of Program Partners to:

(i) target neighborhood Homeowner Associations (HOAs) and other community and commercial organizations selected by the City and Program Partners to increase buy-in,

(ii) provide information to homeowners on HomeFree Nevada program requirements and costs and benefits of energy efficiency upgrades,

(iii) develop a mixed media outreach campaign that provides information to the general public on the costs and benefits of energy efficiency upgrades,

(iv) develop and deliver NRI program messaging.

(c) Directing neighborhood outreach and messaging targeted sectors of the community in accordance with the Marketing Plan,

(d) Utilizing training and data tools provided by the City and Program Partners to mobilize volunteers to effectively canvass target neighborhoods,

(e) Developing marketing materials for affiliates in accordance with the Marketing Plan,

(f) Publicizing and hosting events where residents can sign up for the program,

(g) Working to partner with national home improvement retailers for sponsorships, retrofit materials, donations, or other appropriate opportunities in accordance with the Marketing Plan,

(h) Identification and leverage of additional marketing dollars to augment the Company's efforts,

(i) Preparation of financial and performance reports to meet grant requirements. Company may invoice monthly or quarterly. Each invoice must be accompanied by a summary of completed tasks, financial and performance report, and

(j) Helping to create a sustainable program beyond the grant term.

C-2 Deliverables

Company will provide deliverables in accordance with Exhibit A.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or

(ii) transmitted by facsimile with confirmation of transmission, or

(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: Purdue Marion and Associates
William Marion
3455 Cliff Shadows Parkway, Suite 190
Las Vegas, Nevada 89129
Fax: (702) 222-2386

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Tom Perrigo as the Project Manager and Marco Velotta as a secondary point of contact for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates William Marion as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Additional Federal Requirements

(a) This Contract is funded through multiple grants, which places certain additional legal requirements on the performance of this work beyond those customarily required under City contracts. These additional legal requirements are set forth in Appendix A to 29 CFR (Code of Federal Regulations) Part 95 and 29 CFR Part 98, and are applied to this Contract, as set forth below.

(b) The Company shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(c) If the amount of this Contract exceeds $100,000, the Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec. 1251 et seq.).

(d) This Contract was awarded on the basis on the Company's "Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters", set forth in Attachment 2, which is made a part of this Contract.

(e) If the amount of this Contract is $100,000 or more, the Company shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352), and such requirements shall flow down to any subcontractor receiving a contract of $100,000 or more from the Company. The Company's "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", set forth in Attachment 3, is made a part of this Contract.

(f) This Contract is subject to the Drug-Free Workplace Act of 1988 (P.L. 100-690), if it is awarded to (i) an entity, other than an individual, and the amount of the Contract is over $100,000, or (ii) an individual, at any dollar amount. The requirements of this Act are set forth in Paragraph D-7, "Drug Free Workplace". If the services are deemed to be "commercial items" (as defined in the Federal Acquisition Regulation at FAR 2.101), the requirements of Paragraph D-7 do not apply. For purposes of this Contract, services are deemed to be "commercial items" if they are "Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions."

(g) Any subcontract awarded by the Company under this Contract shall include the above paragraphs.

D-7 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to Company specifying the extent and effective date of termination. On the effective date of termination, Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, City agrees to pay Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by City and actually performed by Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(b) Company must provide the required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds on general and automobile liability policies, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e). If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this

Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the Cit, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-17 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the

Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-18 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-19 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(ii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-21 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]		2
Attachment 2	Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters [Paragraph D-6(d)]		1
Attachment 3	Certification Required by Section 1352 of Title 31		3
Exhibit A	Company Strategic Plan Timeline		2

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-6-11

Deputy City Attorney Date

PURDUE MARION AND ASSOCIATES CORPORATION

WILLIAM MARION, Principal

"Company"

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the Southern Nevada Regional Housing City.

"Board" means the governing body of the City.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Background**

In order to avoid any appearance of impropriety, Contracting Entities seeking to enter into certain contracts or agreements with the City must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**	**Block 2** **Description** **Outreach Coordinator for Nevada Retrofit Initiative**
Name Purdue Marion & Associates	
Address 3455 Cliff Shadows Pkwy #190 Las Vegas, NV 89129	
Telephone 702.222.2362	
EIN or DUNS 121517184	**CONTRACT# 110174-PH**

Block 3 **Type of Business**
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lynn Purdue	3455 Cl. Cl Shadows #190 Las Vegas, NV 89129	702-222-2362
2.	William Marion	Same as above	Same as above
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____________________

Block 5 **Disclosure of Ownership and Principals – Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ____________________

Date of Attached Document: ____________________ Number of Pages: ____________________

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

[signature]
Name

Sept. 1, 2011
Date

Subscribed and sworn to before me this 1 day of September 2011

[signature]
Notary Public

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 99-35681-1
MY APPT. EXPIRES MAR. 1, 2015

ATTACHMENT 2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS **

(a)(1) The Company certifies, to the best of its knowledge and belief, that—

(i) The Company and/or any of its Principals—

(A) Are☐ Are not☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have☐ Have not☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are☐ Are not☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Company has☐ Has not☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Company shall provide immediate written notice to the City if, at any time prior to contract award, the Company learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this Request for Proposals. However, the certification will be considered in connection with a determination of the Company's responsibility. Failure of the Company to furnish a certification or provide such additional information as requested by the City may render the Company non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this document. The knowledge and information of a Company is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this document is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Company knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the City may terminate the resulting contract for default.

SIGNATURE	TITLE
COMPANY	DATE

** Adapted from the Federal Acquisition Regulation (FAR) certification at FAR 52.209-5 (Dec 2001); modified to change references regarding “solicitation”, “provision” and “Contracting Officer” to “Request for Proposals”, “document”, and “City”, respectively. “Company” changed to “Company”.

ATTACHMENT 3

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Name (please type or print)

____
Signature

____
Title

INSTRUCTIONS FOR COMPLETION OF SF-IIL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 u.s.c. section 1 352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. f this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks 'Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (egg., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-OO1."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a)Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, riot just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352	Approved by OMB 0348-46

Type of Federal Actions:	**2. Status of Federal Actions:**	**3. Report Type:**
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ c. Initial Award ☐ d. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year ________ quarter ________ date of last report____________

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Sub-awardee** Tier ____(if known **Congressional District,** if known	**5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:** **Congressional District,** if known
6. Federal Department/Agency:	**7. Federal Program Name/Description** CFDA Number, if applicable ________________
8. Federal Action Number, if known	**9. Award Amount,** if known $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)*: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	**b. Individual Performing Services** (*last name, first name, MI*): (Including address if different from No.10a) (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Form of Payment (check all that apply): $ ______________ ☐ actual ☐ planned **12. Amount of Payment** (check all that apply) ☐ **a. cash** ☐ **b. in-kind; specify:** **nature** ______________________ **value** ______________________	**13. Type of Payment** (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: ____________________

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s) employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet SF-LLL-A, attached: ☐Yes ☐No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is *required* pursuant to 31 U.S.C/ 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: ____________________ Print Name: ____________________ Title: ____________________ Telephone No: __________ Date: ________
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

EXHIBIT A
Nevada Retrofit Initiative
Strategic Plan Timeline

September – December, 2011

Purdue Marion & Associates, in coordination with Kickstand/Sustineo Creative will:

- Coordinate with local governments to target neighborhoods and homeowner's associations for initial series of neighborhood outreach programs;
- Set up and attend all necessary meetings with client partners to ensure an understanding of current and future activity, goals and objectives, and to develop strategy for the creative components for the campaign;
- Develop primary and secondary messages for the Project;
- Develop plans with set goals and recommended tactics, ensuring that the public relations campaigns work to meet the goals and objectives for the Project;
- Create initial necessary media communications materials for the Project, including press releases, fact sheets, background information, etc.;
- Begin preparation of a comprehensive marketing plan to include outreach strategy and calendar, paid advertising strategy and calendar, community events calendar and partnership/sponsorship opportunities.

In addition, Kickstand/Sustineo Creative will:

- Begin creating content and coordinate production of campaign brochure, door hangers, on-line and print ads, temporary fliers and other collateral materials for client approval;
- Provide creative components to include photography, illustration, testing and research;
- Begin creating all brand specs, including the brand guide, logos, fonts, colors and other brand requirements.

In addition, Purdue Marion & Associates will:

- Provide initial necessary media communications materials for the Project, including press releases, fact sheets, background information in advance of "Town Hall" meetings;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Research and develop a custom media contact database for the Project;
- Work with program partners to create effective presentation program;
- Reach out to reporters to maintain relationships and introduce new reporters to the Project;
- Identify topical news stories and pitching angles and coordinate all media interviews;
- Identify potential program partners and sponsors;

In addition, Kickstand/Sustineo Creative will:

- Deliver initial creative components to include photography, illustration, testing and research;
- Deliver initial and future brand specs, including the brand guide, logos, fonts colors and other brand requirements;

Purdue Marion & Associates, in coordination with Kickstand/Sustineo Creative will:

- Begin creating content and coordinate production of campaign brochure, door hangers, on-line and print ads, temporary fliers and other collateral materials for client approval;
- Provide initial creative components to include photography, illustration, testing and research;
- Begin creating all brand specs, including brand guide, logos, fonts, colors and other brand requirements
- Conclude public relations counsel as it pertains to planning initiatives and strategy development;
- Set up and attend all necessary meetings with client partners to ensure an understanding of current and future activity, goals and objectives, and to develop strategy for the creative components for the campaign;
- Identify targeted neighborhoods and homeowner's associations for initial series of neighborhood outreach programs;
- Reinforce distribution of resources (i.e. maintain presence in both Northern and Southern Nevada).
- Provide Quarterly Reports and updates.

January 2012 – September 2012

Purdue Marion & Associates will:

- Conduct pilot neighborhood and homeowners association meetings and open houses;
- Provide program content to homeowners association newsletters and websites;
- Continue research and identification for further neighborhood initiatives;
- Canvass select neighborhoods, particularly those without organized association support;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Assist in coordinating community event participation activities;
- Assist with initiating scheduling for Speakers Bureau opportunities;
- Expand media relations opportunities;
- Identify and expand partnership and sponsorship opportunities;
- Provide Quarterly Reports and Updates.

In addition, Purdue Marion & Associates, together with Kickstand/Sustineo Creative, will:

- Review and evaluate program strategy and initiatives, recommending and implementing program refinements;
- Review effectiveness of program materials and neighborhood marketing implementation;
- Attend all meetings with client partners for program review and evaluation.

In addition, Kickstand/Sustineo Creative will:

- Make adjustments to collateral and advertising components as needed;
- Coordinate Seasonal advertising strategy;
- Prepare creative design for print ads; on-line video components, and billboard vinyls.

September 2012 – September 2013

Purdue Marion & Associates, together with Kickstand/Sustineo Creative, will:

- Review effectiveness of program materials and neighborhood marketing implementation;
- Reposition marketing collateral and advertising components to meet changing needs of program reinforcement;
- Coordinate Seasonal advertising strategy.

In addition, Purdue Marion & Associates will

- Conduct continued neighborhood and homeowners association meetings and open houses;
- Provide program content to homeowners association newsletters and websites;
- Continue research and identification for further neighborhood initiatives;
- Canvass targeted neighborhoods, particularly those without fully organized association support;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Assist in coordinating community event participation activities;
- Assist with scheduling for Speakers Bureau opportunities;
- Provide on-going training for program representatives;
- Implement community event participation plan;
- Continue coordination of media relations opportunities;
- Review and evaluate program strategy and initiatives, recommending and implementing program refinements;
- Expand media relations opportunities;
- Expand partnership and sponsorship opportunities;

- Provide financial/performance report on June 15, 2013 and September 15, 2013
- Provide Quarterly Reports and Updates; and
- Assist client partners in creating Final Program Report at least 2 weeks in advance of 9.30.13