



# CONTRACT AMENDMENT

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

Solicitation No. P12-0078 Page 1 of 1  
 Description: Foreign Trade Zone Consultant Services  
 Amendment No. Four (4) Date: 5/11/16

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/16. The contract is being extended and the new contract term is **8/1/2016 through 7/31/2017**. Last year of contract.

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

	6/9/16	Scott S. Taylor Partner	Miller & Company, PC
Signature	Date	Typed Name and Title	Company Name
4929 Main St.		Kansas City	MO 64112
Address		City	State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Scott Whyte, Economic Development Director

Department Rep: Dina Green, Economic Development Project Manager

CC Number  
 ACON37512D  
 Contract Number

Approved as to Form: City Attorney

The above referenced Contract Amendment is hereby Executed  
 July 7, 2016 at Peoria, Arizona

Dan Zenko, Materials Manager



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A C O N 3 7 5 1 2 D



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No. P12-0078 Page 1 of 1  
Description: Foreign Trade Zone Consultant Services  
Amendment No. Three (3) Date: 6/18/15

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/15. The contract is being extended and the new contract term is **8/1/2015 through 7/31/2016**.

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

*Scott S. Taylor* / *July 2, 2015*  
Signature Date

Scott S. Taylor  
Partner  
Typed Name and Title

Miller & Company, PC  
Company Name

4929 Main St.  
Address

Kansas City  
City

MO  
State

64112  
Zip Code

Attested By:

*Rhonda Geriminsky*  
Rhonda Geriminsky, City Clerk

Director: *Scott Whyte*, Economic Development Director

Department Rep: *Dina Green*, Economic Development Project Manager

CC Number

ACON37512C  
Contract Number

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

The above referenced Contract Amendment is hereby Executed

*July 13, 2015*, at Peoria, Arizona

*Dan Zenko*  
Dan Zenko, Materials Manager

SCANNED



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# CONTRACT AMENDMENT

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

Solicitation No. P12-0078 Page 1 of 1  
 Description: Foreign Trade Zone Consultant Services  
 Amendment No. Two (2) Date: 6/23/14

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/14. The contract is being extended and the new contract term is **8/1/2014 through 7/31/2015**.

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

*Scott S. Taylor* / *7/7/14*  
 Signature Date

Scott S. Taylor  
 Partner  
 Typed Name and Title

Miller & Company, PC  
 Company Name

4929 Main St.  
 Address

Kansas City  
 City

MO 64112  
 State Zip Code

for Attested By: *Rhonda Geriminsky*  
 Rhonda Geriminsky, City Clerk

*Scott Whyte* / *6/24/14*  
 Director: Scott Whyte, Economic Development Director

*Jeanine Jerkovic* / *6/23/14*  
 Department Rep: Jeanine Jerkovic, Economic Development Manager

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



CC Number  
 ACON37512B  
 Contract Number

The above referenced Contract Amendment is hereby Executed  
*July 21, 2014* at Peoria, Arizona

*Dan Zenko*  
 Dan Zenko, Materials Manager

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ACON37512B



# CONTRACT AMENDMENT

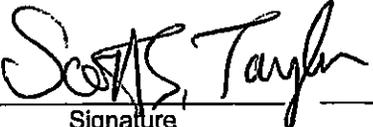
**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No. P12-0078 Page 1 of 1  
Description: Foreign Trade Zone Consultant Services  
Amendment No. One (1) Date: 6/18/13

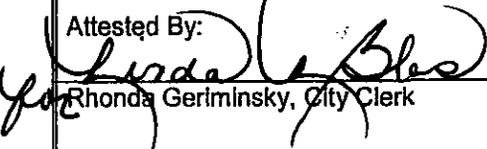
Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/13. The contract is being extended and the new contract term is **8/1/2013 through 7/31/2014**.

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

	6/18/2013	Scott S. Taylor Partner	Miller & Company, PC
Signature	Date	Typed Name and Title	Company Name
4929 Main St.		Kansas City	MO 64112
Address		City	State Zip Code

Attested By:

  
Rhonda Geriminsky, City Clerk

  
Director: Scott Whyte, Economic Development Director

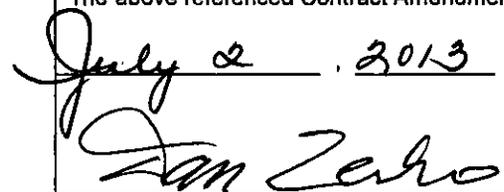
  
Project Manager: Maria Laughner, Business & Real Estate Development Manager

CC Number

ACON37512A  
Contract Number

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

The above referenced Contract Amendment is hereby Executed

  
July 2, 2013, at Peoria, Arizona

Dan Zenko, Materials Manager



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# City of Peoria, Arizona

## Notice of Request for Proposal

Request for Proposal No: **P12-0078** Proposal Due Date: **May 23, 2012**  
 Materials and/or Services: **Foreign Trade Zone Consultant Services** Proposal Time: **5:00 P.M. AZ Time**  
 Project No: **NA** Contact: **Lisa Houg, CPPB**  
 Phone: **(623) 773-7115**

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

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

### OFFER

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

For clarification of this offer contact:

Name: <u>Scott Taylor</u> <u>Miller &amp; Company P.C.</u> <small>Company Name</small> <u>4929 Main Street</u> <small>Address</small> <u>Kansas City, MO 64112</u> <small>City State Zip Code</small>	Telephone: <u>(816) 561-4999</u> Email: <u>staylor@millercocom</u> <u>Scott S. Taylor</u> <small>Authorized Signature for Offer</small> <u>Scott S. Taylor</u> <small>Printed Name</small> <u>Partner</u> <small>Title</small>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

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

Attested by: [Signature]  
Wanda Nelson, City Clerk  
 Acting

City of Peoria, Arizona. Effective Date: 8/1/12  
 Approved as to form: [Signature]  
 Stephen M. Kemp, City Attorney

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

Contract Number: ANON 37512  
 Contract Awarded Date: August 1, 2012  
[Signature]  
 Dan Zenko, Materials Management Supervisor



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



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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

1. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
  - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
  - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
  - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all proposals, or portions thereof, or
    - (3) Reissue a *Request For Proposal*.
  - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



## STANDARD TERMS AND CONDITIONS

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

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

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



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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

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



## STANDARD TERMS AND CONDITIONS

**Materials Management  
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24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division,



## STANDARD TERMS AND CONDITIONS

**Materials Management  
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the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0078

**Materials Management  
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Foreign Trade Zone Consultant Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0078

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- a. Plan and Method of Approach.
- b. Firm, Staff and Similar Project Experience.
- c. Cost Considerations.
- d. Conformance to Request for Proposal.

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

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
15. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
16. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
17. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0078**

### Materials Management Procurement

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

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

#### 19. Required Insurance Coverage:

##### a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

##### d. Professional Liability



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0078**

### Materials Management Procurement

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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

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

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

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

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

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

22. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0078**

### Materials Management Procurement

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The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
24. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
25. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
26. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0078

### Materials Management Procurement

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- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date.
28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
29. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
30. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
31. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0078**

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

32. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



## SCOPE OF WORK

Solicitation Number: P12-0078

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## FOREIGN TRADE ZONE CONSULTANT

### 1. PURPOSE

The City of Peoria is soliciting detailed proposals for a Foreign Trade Zone Consultant for the establishment of a user-driven site as well as pre-approval for two other sites that are pre-development. Of special interest will be the consultant's direct experience establishing several foreign trade zones within the last five years as well as managing sites after activation has occurred.

### 2. SCOPE OF WORK

The recently established Greater Maricopa Foreign Trade Zone (GMFTZ) provides an opportunity for Peoria to create foreign trade zones as appropriate. Peoria recently located a renewable technology company that will be opening a manufacturing operation in Q4 2012. The City has committed to establishing a foreign trade zone for this user as part of a development agreement. Additionally, the City has two other sites that are primary locations for foreign trade zone pre-approval. The selected consultant will be involved in all areas of application (from presentation to taxing entities to activation with US Customs for the operator sites) regarding both of these aspects of foreign trade zone development.

### 3. QUALIFICATIONS

The City is looking for a foreign trade zone consultant with the following qualifications:

- a) Direct experience in foreign trade zone activations, specifically in the last 5 years.
- b) Membership in the National Association of Foreign Trade Zones.
- c) Direct experience in managing a foreign trade zone after it has been activated.
- d) Direct experience in presenting tax support letters; preferred recent experience in Arizona.
- e) Direct experience in manufacturing applications; recent Arizona experience preferred.
- f) Knowledge of GMFTZ and understanding of how Peoria can benefit from using the GMFTZ structure (regarding reduction in fees and processes as applicable).

### 4. SUBMITTAL REQUIREMENTS

Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" x 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed twenty (20) pages in length, but shall include the following:

#### A. Plan and Method of Approach



## SCOPE OF WORK

Solicitation Number: **P12-0078**

### Materials Management Procurement

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

1. Include work plan, task schedule and anticipated City involvement to accomplish the Scope of Work.
2. Discuss other issues that may not have been identified in the scope of work but that may be of relevance and importance based upon your firm's experience in providing similar services on other projects.

#### **B. Firm, Staff and Similar Project Experience**

1. Include key project staff and their anticipated role for this project, a resume for each key staff member, and any involvement with projects similar to the services specified.

#### **C. Cost Considerations**

1. Provide Fee Schedule that is broken down by tasks and hours.
2. Provide current fee structure for future trade zone establishment and other consulting services as requested. Include hourly rates and/or flat fees.
3. Include any associated Travel or reimbursable costs, if applicable.

#### **D. References**

1. A minimum of three (3) references from similar projects completed within the last five (5) years.

### **5. PROPOSAL EVALUATION AND SELECTION PROCESS**

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

- Plan and Method of Approach
- Firm, Staff and Similar Project Experience
- Cost Considerations
- Conformance to Request for Proposal

### **6. PROPOSAL DUE DATE**

Proposals shall be submitted in **one (1) original and four (4) copies** and shall be delivered to:

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

The proposal shall be due no later than **5:00 p.m. Arizona time on May 23, 2012.**

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



## SCOPE OF WORK

Solicitation Number: P12-0078

### Materials Management Procurement

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

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

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



## QUESTIONNAIRE

Solicitation Number: P12-0078

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

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

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

*Subconsultant: ACS Realty Services, LLC*

**SOLICITATION NUMBER: P12-0078 FOREIGN TRADE ZONE CONSULTANT**

**To: Ms. Lisa Houg, CPPB  
City of Peoria  
Materials Management  
9875 N. 85<sup>th</sup> Avenue  
2<sup>nd</sup> Floor  
Peoria, Arizona 85345**

**From: Scott Taylor, Esq.  
Miller & Co.  
4929 Main Street  
Kansas City, MO 64112  
816- 561-4999  
Sub-consultant:  
Rose Arck, President  
ACS Realty Services, LLC (DBE)  
4301 N. 48<sup>th</sup> Street  
Phoenix, AZ 85018  
602-314-5780**

**Date: May 23, 2012**

Dear Ms. Houg:

We appreciate the opportunity to participate in the bidding of services to represent your community with the establishment of multiple foreign-trade zone designations within the City of Peoria. The following will outline our response to your RFP.

**A. Plan and Method of Approach**

- 1. Application Assistance.** In having structured over 600 zone projects, we will prepare all documents necessary for the successful submittal of applications, zone expansions, reorganizations, site modifications, and the addition of new subzones. Miller & Co. has structured more Alternative Site Framework (ASF) Applications, including the ASF in Tucson, than all others combined. We have a comprehensive approach to interacting with the Foreign-Trade Zones Board staff in Washington, D.C. which will facilitate expeditious processing of all activities.

For the manufacturing operations the Miller Team will meet regularly with the renewable energy company to secure all necessary information for the successful preparation of their Application. The fact that renewable energy manufacturing is an existing FTZ use classification throughout the country will afford an expeditious appointment. The boundary modification and the manufacturing production request can be filed at the same time under the ASF program. We will also meet with the Foreign-Trade Zones Board staff at the time of filing. We will provide guidance and assistance to the applicant as they work with local U.S. Customs and Border Protection in Phoenix.

We have developed an activation approach with Customs that has been well received. This includes detailed : Application for Activation, FTZ Operator's Manual, FTZ Bond, and FTZ background check information.

We will contact GMFTZ and coordinate all activities necessary to secure their approval as Grantee for the application and designation of the Manufacturing FTZ-Subzone as well as any future pre-approved FTZ General Purpose Zones. We will assist each company with the review and completion of their FTZ Operations Agreement with the Grantee.

**FTZ Operations Agreement.** Each company that becomes an operator of your foreign-trade zone will be required to enter into a contract or Foreign-Trade Zone Operations Agreement with your Grantee organization which appears to be GMFTZ at this time. This should be a very comprehensive contract that protects the Grantee organization. We have drafted the majority of these contracts for Grantee organizations throughout the United States. As one of the few law firms heavily involved in the program we have a very detailed understanding of what legal requirements should be met within these contracts should the City of Peoria make the decision to establish their own General Purpose Zone and become the Grantee.

Additionally, since the Foreign-Trade Zones Board Regulations are being significantly revised, this will have a significant impact on existing Agreements in the country. We will draft a company Agreement so it is, and will continue to be, legally compliant.

**General Purpose Zone or Magnet Sites.** Under the new Alternative Site Framework program general purpose zones created without a specific user are known as magnet sites or industrial park sites and they are now not necessarily required for the purpose of being able to establish a thirty day usage-driven site with a Boundary Modification for an individual company. However, if you wanted to establish a pre-approved general-purpose zone magnet site, we can prepare the application. It will require approximately 6 to 9 months to process versus a one month approval for an application for a usage-driven site. The process is essentially the same as if you had a user-driven site but the processing time at the FTZ Board will require several months longer.

**Abbreviated Task Schedule**

<b>TASK</b>	<b>STAFF INVOLVEMENT</b>	<b>ESTIMATED TIME TO COMPLETE</b>
<b>MANUFACTURING FTZ</b>		
Meet w/City secure knowledge of Development Agreement Obligations. Obtain information concerning User.	Staff is the primary contact to provide this information	1 to 3 days
Meetings w/User to identify Zone utilization, identify User contact, obtain pertinent information required for application.	Staff may want to introduce Miller Team to User. Minimal Involvement	5 to 10 days
Speak with GMFTZ representatives to confirm our goal and identify any unique requirements they may have. Secure approval as Grantee for the application & designation.	No Involvement	1 to 3 days
Meetings/Correspondence w/taxing entities such as community college, county, school districts, and municipality.	Staff involvement to obtain Peoria approval & show of support to other entities.	4 to 5 weeks
Prepare and submit GMFTZ documentation	Minimal Involvement	1 to 3 days
Prepare application drafts and review with User. The boundary modification and manufacturing production request can be filed at the same time under ASF.	Minimal to no Involvement	1 to 3 weeks
Meet w/FTZ Board Staff at Filing	No Involvement	1 day
Provide guidance & assistance to applicant as they work with Local US Customs and Border Protection in Phoenix.	Minimal to no Involvement	2 to 4 weeks
Applicant Activation, FTZ Operations Manual, FTZ background check information.	Minimal to no Involvement	4 to 6 weeks
Designation Processing & Approval	No Involvement	120 Days

<b>Pre-Approved General Purpose Zones</b>		
Meet w/City secure knowledge of any Development Agreement Obligations. Obtain information concerning possible Users.	Staff is the primary contact to provide this information	1 to 2 days
Meetings w/possible User to identify Zone utilization; obtain User contact & pertinent information required by application.	Staff may want to introduce Miller Team to User. Minimal Involvement	5 to 10 days
Speak with GMFTZ representatives to confirm our goal and identify any unique requirements they may have. Secure approval as Grantee for the application & designation.	No Involvement	1 to 3 day
Meetings/Correspondence w/taxing entities such as community college, county, school districts, and municipality.	Staff involvement to obtain Peoria approval & show of support to other entities.	4 to 5 weeks
Prepare and submit GMFTZ documentation.	Minimal Involvement	1 to 3 days
Prepare application drafts and review with User.	Minimal to no Involvement	1 to 3 weeks
Meet w/FTZ Board Staff at Filing.	No Involvement	
Provide guidance & assistance to applicant as they work with Local US Customs and Border Protection in Phoenix.	Minimal to no Involvement	2 weeks
Applicant Activation, FTZ Operations Manual, FTZ background check information.	Minimal to no Involvement	4 to 6 weeks
Designation Processing & Approval	Minimal to no Involvement	120 days to possible 9 months

**2. Issues Relevant and Important Based on Firms Experience**

**FTZ Compliance.** There has been a significant revision to the Foreign-Trade Zones Board Regulations which will have an unparalleled impact on all Zone Schedules and Operators' Agreements throughout the United States. As General Counsel for the National Association of Foreign-Trade Zones (NAFTZ) and one of the few law firms heavily involved in this foreign-trade zones' program, we have been involved with a significant part of the proposed Regulations rewrite with the NAFTZ and the Department of Commerce.

**FTZ Feasibility Analysis.** One key item to assist your organization, we will prepare a short FTZ feasibility analysis for any company interested in foreign-trade zone status. We have developed a very user friendly FTZ financial savings spreadsheet and summary memo that explains how to calculate the savings that can be provided to any of your companies. It is important to quickly identify whether there are any potential financial savings when a company approaches your organization. As we have structured over 600 of these foreign-trade zone projects throughout the United States, we can help to easily identify any potential legal issues with a proposed foreign-trade zone project as well. We will be available to conduct an initial feasibility study of any prospective company.

**FTZ Seminars.** We provide detailed FTZ seminars to a variety of FTZ organizations throughout the country. We have found that a 2-3 hour seminar is a good way to introduce the local business community to the foreign-trade zone program. We have also conducted one day workshop programs where we have a seminar in the morning and a workshop regarding feasibility analysis in the afternoon in a one-on-one format with companies. We can do this on a regular basis with your organization if you would like.

**Development of Management/Marketing Strategy.** While FTZ status will provide financial savings to local tenants, to be effective, a marketing strategy should be developed to be certain that securing zone status will have ongoing benefits for the community. Our Team will work with the City of Peoria to coordinate marketing efforts. Should the City decide to become a General Purpose Zone, we would work with you to develop the necessary management structure to assure organized and consistent management of zone status in the local community. To be effective, marketing literature and personnel training in the technicalities of the application of zone status to particular industries and firms would be developed. We would suggest that we come out to conduct a half-day FTZ workshop for local companies to start the process. This should be done on an annual basis as there are legal changes to the FTZ program. This is an important component that can provide your community with additional support in its effort to attract new businesses to the area.

**Value-Added.** Our firm takes a long-term approach with our clients. We perform a variety of things to benefit our clients that other firms do not offer. This includes the preparation of a monthly Briefings Newsletter that is free to clients. Additionally we conduct two Foreign-Trade Zone seminars a year for our clients. The first day is free and provides an update to clients at our offices. We have many value-added opportunities such as this. We also conduct other similar useful seminars such as Import/Export – 101 and other pertinent seminars at our offices in Kansas City, as a client of our firm you have access to these seminars. You would also be able to bring with you any serious potential companies that may wish to be operators within your Foreign-Trade Zone.

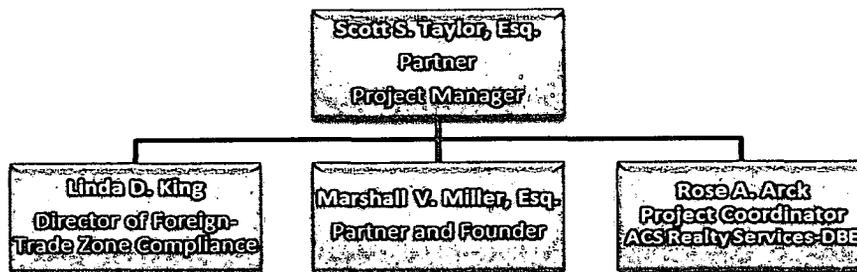
## **B. Firm, Staff and Similar Project Experience**

- 1. Miller & Co. Team.** We plan to utilize a Team approach to provide cost effective and efficient services to the company users as well as to the City Staff involved with the project. We do not believe there will be a great deal of Staff involvement once each project gets underway. The Staff will need to explain the City's obligations under the development agreement with the manufacturing user, make introductions to the company, and we would assume participation in regular project status meetings. Our local Project Coordinator will be available should Staff require more interaction.

The Miller Team will participate in meetings as requested to discuss and plan various activities with regard to future pre-approved FTZs. The Staff will be more involved with the establishment of the pre-approved FTZ sites as until there is a user the City or an owner will hold the designation. Once we receive more detailed information as to the unique intent of these pre-approved sites the Team will be able to more specifically speak to the Staff's participation.

Scott Taylor shall be the Project Manager and Rose Arck, from ACS Realty Services, shall be the local Project Coordinator and the primary point of contact. Rose Arck will coordinate regularly with Scott and other members of the TEAM. Rose Arck is very familiar with various City of Peoria departments. She has overseen more than 1.5 million square feet of

development for Vestar Development and the AZ State Land Department within the City. She has regularly worked with the City Attorney's office, Development Services and Engineering Departments.



Miller & Company has forty-two (42) years' experience with the Foreign-Trade Zone program in providing the services outlined in your RFP. As previously mentioned, we have assisted the structuring of over 600 foreign-trade zone projects nationwide. We provide services with the establishment of zones through Foreign-Trade Zone Board Applications and through the activation of companies with local U.S Customs and Border Protection.

We have undertaken more projects than all other firms or individuals providing such services combined. We are not only a member but a **founder** of the **National Association of Foreign-Trade Zones** and have been its **General Counsel** since its inception; our experience is unparalleled in this area. We have also worked with U.S. Customs in Phoenix and Tucson on activating zone operations throughout the State of Arizona.

#### **Background Qualifications - Relevant State and Local Area Experience**

**Scott S. Taylor, Esq.**  
Partner

A. Background Qualifications

1. B.A. in Political Science from the University of Kansas
2. MBA – Rockhurst University, Kansas City, Missouri
3. Juris Doctorate – University of Missouri-Kansas City

**Marshall V. Miller, Esq.**  
Partner and Founder

A. Background Qualifications

1. B.A. - University of Missouri-Kansas City
2. Juris Doctorate – University of Virginia
3. Original Founder National Association of Foreign-Trade Zones

**Linda D. King**  
Director of Foreign-Trade Zone Compliance

A. Background Qualifications Relevant State and Local Area Experience:

1. Twenty-eight (28) years foreign-trade zone management;

2. Operated Foreign-Trade Zones in Long Beach, San Diego, California, and Albuquerque, New Mexico for eleven (11) years;
3. NAFTAZ Automation Committee and Chair;
4. Assisted an activation and inventory management system under the limitation of dozens of companies nationwide.

**Rose A. Arck, President**  
**Sub-Consultant**  
 ACS Realty Services, LLC (DBE Certified)  
 Project Coordinator

- A. Background Qualifications Relevant State and Local Area Experience:
1. Thirty (30) years Corporate Real Estate and Project Management;
  2. Coordination and application oversight of PetSmart FTZ Subzone – 75F;
  3. Project oversight for the development of the 700,000 sq. ft. Regional Shopping Center - Lake Pleasant Towne Center;
  4. Entitlement and due diligence for the AZ State Land Department property located at the NEC of Lake Pleasant Parkway & Happy Valley Road;
  5. Coordination of Pre-annexation development for the AAA service facility located at 75<sup>th</sup> Avenue & Thunderbird.

The Miller Team represents a number of Grantee organizations in all regions of the country. We have prepared and filed a large number of applications for new general purpose zones since 1973. The following is a list of general-purpose zone applications and minor boundary modifications we have structured since 1999. The list of Applications includes new zone and expansion applications that add new sites to a zone. We have structured more Alternative Site Framework Applications and usage-driven sites than any other firm.

Miller & Company has structured the following general-purpose zone projects:

General-Purpose Zone Applications				
Zone No.	Location	Type of Project	Board Order	Approval Date
174	Tucson, Arizona	General-Purpose Zone Expansion Application	Board Order 1114	08/16/00
112	Colorado Springs, CO	General-Purpose Zone Expansion Application	Board Order 1147	03/15/01
104	Savannah, Georgia	General-Purpose Zone Expansion Application	Board Order 1197	12/14/01
29	Louisville, Kentucky	General-Purpose Zone Expansion Application	Board Order 1204	01/15/02
15	St. Joseph, Missouri	General-Purpose Zone Expansion Application	Board Order 1226	04/15/02
35	Philadelphia, Pennsylvania	General-Purpose Zone Expansion Application	Board Order 1236	06/27/02
191	Palmdale, California	General-Purpose Zone Expansion Application	Board Order 1252	11/04/02
148	Knoxville, Tennessee	General-Purpose Zone Expansion Application	Board Order 1294	08/21/03
29	Owensboro, Kentucky Henderson, Kentucky	General-Purpose Zone Expansion Application	Board Order 1305	10/21/03
191	Mojave, California	General-Purpose Zone Expansion Application	Board Order 1318	02/10/04

50	Ontario, California	General-Purpose Zone Expansion Application	Board Order 1319	03/22/04
262	Southaven, Mississippi	General-Purpose Zone Application	Board Order 1353	10/13/04
29	Louisville, Kentucky	General-Purpose Zone Expansion Application	Board Order 1364	01/27/05
15	Chillicothe, Missouri	General-Purpose Zone Restructuring Application	Board Order 1388	04/20/05
147	Carlisle & Allentown, Pennsylvania	General-Purpose Zone Expansion Application	Board Order 1417	11/03/05
262	Southaven, Mississippi	General-Purpose Zone Expansion Application	Board Order 1431	12/21/05
49	Kearny, New Jersey	General-Purpose Zone Expansion Application	Board Order 1446	04/14/06
104	Liberty County, Georgia	General-Purpose Zone Expansion Application	Board Order 1449	05/15/06
123	Windsor, Colorado	General-Purpose Zone Expansion Application	Board Order No. 1509	04/10/07
104	Savannah, GA	General-Purpose Zone Expansion Application	Board Order No. 1512	06/05/07
15	Kansas City, Missouri	General-Purpose Zone Expansion Application	Board Order No. 1524	09/18/07
64	Jacksonville, Florida	General-Purpose Zone	Board Order 1579	10/07/08
102	St. Louis, Missouri	General-Purpose Zone Expansion Application	Board Order 1604	02/09/09
234	Gregg County, Texas	General-Purpose Zone Expansion Application	Board Order 1590	12/17/08
274	Butte, Montana	General-Purpose Zone	Board Order 1609	06/04/09
114	Peoria, Illinois Rantoul, Illinois Galesburg, Illinois	General-Purpose Zone Expansion Application	Board Order 1647	10/16/09
49	Edison, New Jersey	Expansion Application	Board Order 1634	07/29/09
15	Kansas City, Missouri	Expansion Application	Board Order 1650	11/09/09
17	Kansas City, Kansas	Expansion Application	Board Order 1655	12/23/09
234	Gregg County, Texas	Alternative Site Framework	Board Order No. 1659	1/15/10
274	Butte-Silver Bow, Montana	Alternative Site Framework	Board Order No. 1661	2/5/10
174	Tucson, Arizona	Alternative Site Framework	Board Order No. 1685	6/4/10
17	Kansas City, Kansas	Alternative Site Framework	Board Order No. 1696	07/8/10
2	New Orleans, Louisiana	Alternative Site Framework	Board Order No. 1678	05/13/10
170	Jeffersonville, Indiana	Alternative Site Framework	Board Order No. 1704	09/03/10
196	Fort Worth, Texas	Alternative Site Framework	Board Order No. 1712	10/18/10
126	Reno, Nevada	Alternative Site Framework	Board Order No. 1703	08/19/10

177	Evansville, Indiana	Alternative Site Framework	Board Order No. 1721	10/29/10
125	St. Joseph County, Indiana	Alternative Site Framework	Board Order No. 1720	10/29/10
5	Seattle, Washington	Alternative Site Framework	Board Order No. 1717	10/07/10
152	Burns Harbor, Indiana	Alternative Site Framework	Board Order No. 1723	11/15/10
22	Chicago, Illinois	Alternative Site Framework	Board Order No. 1738	01/12/11
244	Riverside, California	Alternative Site Framework	Board Order No. 1761	05/13/11
102	St. Louis, Missouri	Alternative Site Framework	Board Order No. 1772	06/22/11
64	Jacksonville, Florida	Alternative Site Framework	Board Order No. 1759	05/06/11
50	Long Beach, California	Alternative Site Framework	Board Order No. 1762	05/13/11
279	Houma, Louisiana	Alternative Site Framework/New Zone	Board Order No. 1771	07/17/11
153	San Diego, California	Alternative Site Framework	Board Order No. 1766	06/03/11
41	Milwaukee, Wisconsin	Alternative Site Framework	Board Order No. 1780	08/31/11
59	Lincoln, Nebraska	Alternative Site Framework	Board Order No. 1783	09/30/11
161	Wichita, Kansas	Alternative Site Framework	Board Order No. 1786	09/30/11
177	Evansville, Indiana	ASF Service Area Expansion	Board Order No. 1767	06/03/11
152	Burns Harbor, Indiana	ASF Service Area Expansion	Board Order No. 1763	05/20/11
170	Jeffersonville, Indiana	ASF Service Area Expansion	Board Order No. 1781	09/30/11
119	Minneapolis, Minnesota	Alternative Site Framework	Board Order No. 1790	10/13/11
215	Sebring, Florida	Alternative Site Framework	Board Order No. 1805	12/20/11
118	Ogdensburg, New York	Alternative Site Framework	Board Order No. 1811	01/31/12
*	Caldwell, Idaho	General-Purpose Zone	Board Order No. 1825	05/11/12

64	Jacksonville, Florida	ASF Service Area Expansion	Docket 18-2012	
99	Delaware	Alternative Site Framework	Docket 81-2011	
107	Des Moines, Iowa	Alternative Site Framework	Docket 20-2012	
230	Piedmont Triad	Alternative Site Framework	Docket 4-2012	
148	Knoxville, Tennessee	Alternative Site Framework	Docket 16-2012	
220	Sioux Falls, South Dakota	Alternative Site Framework	Docket B-35-2012	
129	Port of Bellingham	Alternative Site Framework	Docket B-32-2012	

Minor Boundary Modifications

Zone No.	Company/City, State	Location	Type of Project	Admin. Action No.	Approval Date
150	El Paso, Texas	El Paso, Texas	General-Purpose Zone Boundary Modification	A(27f)-37-2000	02/08/01
163	Ponce, Puerto Rico	Ponce, Puerto Rico	General-Purpose Zone Boundary Modification	A(27f)-10-2001	03/18/01
191	Palmdale, California	Palmdale, California	General-Purpose Zone Boundary Modification	A(27f)-37-2001	07/25/01
15	Kansas City, Missouri	Kansas City, Missouri	General-Purpose Zone Boundary Modification	A(27f)-46-2001	08/08/01
15	St. Joseph, Missouri	St. Joseph, Missouri	General-Purpose Zone Boundary Modification	A(27f)-55-2001	10/12/01
174	Tucson, Arizona	Tucson, Arizona	General-Purpose Zone Boundary Modification	A(27f)-56-01	11/07/01
29	Louisville, Kentucky	Louisville, Kentucky	General-Purpose Zone Boundary Modification	A(27f)-3-2002	01/18/02
15	Chillicothe, Missouri	Chillicothe, Missouri	General-Purpose Zone Boundary Modification	A(27f)-39-2002	08/21/02
163	Guayama, Puerto Rico	Guayama, Puerto Rico	General-Purpose Zone Boundary Modification	A(27f)-43-2002	11/24/02
61H	Baxter Healthcare Corporation of PR	Guayama, Puerto Rico	Subzone Boundary Modification	A(27f)-16-03	03/25/03
61H	Baxter Healthcare Corporation of PR	Guayama, Puerto Rico	Subzone Boundary Modification	A(27f)-40-03	08/11/03
50J	Ricoh Electronics, Inc. - Orange, CA	Orange County, California	Subzone Boundary Modification	A(27f)-7-2004	01/18/04
15	Bayer CropScience	Kansas City, MO	General-Purpose Zone Boundary Modification	A(27f)-29-2005	07/29/05
19	Omaha, Nebraska	Omaha, Nebraska	General-Purpose Zone	A(27f)-41-2005	10/04/05
29B	Ford Motor Company	Louisville, KY	Subzone Boundary Modification	A(27f)-58-2005	12/20/05
177A	Mead Johnson	Evansville, Indiana	Subzone Boundary Modification	A(27f)-11-2006	03/03/06

Minor Boundary Modifications					
2	New Orleans, LA	New Orleans, LA	General-Purpose Zone Boundary Modification	A(27f)-27-2006	05/31/06
263	Lewiston-Auburn, ME	Lewiston-Auburn, ME	General-Purpose Zone Boundary Modification	A(27f)-32-2006	06/22/06
263	Lewiston-Auburn, ME	Lewiston-Auburn, ME	General-Purpose Zone Boundary Modification	A(27f)-42-06	08/10/06
99	Wilmington, DE	Wilmington, DE	General-Purpose Zone Boundary Modification	A(27f)-45-2006	08/23/06
179	Madawaska, ME	Madawaska, ME	General-Purpose Zone Boundary Modification	A(27f)-54-2006	10/06/06
15	Chillicothe, MO	Chillicothe, MO	General-Purpose Zone Boundary Modification	A(27f)-62-06	11/13/06
50	San Bernardino	Long Beach, CA	General-Purpose Zone Boundary Modification	A(27f)-63-06	11/13/06
196	Alliance	Fort Worth, TX	General-Purpose Zone Boundary Modification	A(27f)-64-2006	11/17/06
29	(Zappos)	Louisville, KY	General-Purpose Zone Boundary Modification	A(27f)-69-2006	12/14/06
234	Longview, TX	Longview, TX	General-Purpose Zone Boundary Modification	A(27f)-67-2006	12/15/06
7	Caguas, PR	Caguas, PR	General-Purpose Zone Boundary Modification	A(27f)-26-2007	04/30/07
196	Alliance	Fort Worth, TX	General-Purpose Zone Boundary Modification	A(27f)-31-2007	06/26/07
29C	(GE)	Louisville, KY	Subzone Boundary Modification	A(27f)-43-2007	09/17/07
144A	Dupont	Valdosta, Georgia	Subzone Boundary Modification	A(27f)-4-2008	01/24/08
29	UPS	Louisville, Kentucky	General-Purpose Zone Boundary Modification	A(27f)-6-2008	01/25/08
15	Pony Express Warehousing	St. Joseph, Missouri	General-Purpose Zone Boundary Modification	A(27f)-17-2008	02/29/08
118	Ogdensburg Bridge and Port Authority	Ogdensburg, New York	General-Purpose Zone Boundary Modification	A(27f)-18-2008	03/14/08
5	Auburn, Washington / Seattle, Washington	Auburn, Washington / Seattle, Washington	General-Purpose Zone Boundary Modification	A(27f)-37-2008	06/20/08
152	Gary, Indiana	Gary, Indiana	General-Purpose Zone Boundary Modification	A-(27f)-51-2008	08/28/08
26	Sanofi-Aventis U.S., Inc.	Forest Park, Georgia	Permanent Status for Site	A(27f)-16-2009	03/12/09
177	BMS	Evansville, Indiana	Boundary Modification	A(27f)-29-2009	04/28/09

Minor Boundary Modifications					
15H	MidWest Quality Gloves	Chillicothe, Missouri	Minor Boundary Modification	A(27f)-60-2009	08/20/09
49	AZ Electronic Materials	Flemington, New Jersey	Minor Boundary Modification	A(27f)-55-2009	08/17/09
75A	Conair	Glendale, Arizona	Minor Boundary Modification	A(27f)-09-2010	01/21/10
22	Nagata Technology	Elk Grove Village, Illinois	Minor Boundary Modification	A(27f)-12-2010	01/28/10
72B	Eli Lilly and Company	Shadeland, Indiana	Minor Boundary Modification	A(27f)-7-2010	01/15/10
82D	Sony Electronics	Dothan, Alabama	Minor Boundary Modification	A(27f)-25-2009	04/15/09
17	Bushnell Outdoor Products	Overland Park & Shawnee, Kansas	Minor Boundary Modification	A(27f)-69-2009	11/02/09
17	Bushnell Outdoor Products	Olathe, Kansas	"Usage-Driven" Application	A(27f)-6-2010	01/15/10
196	Lego	Fort Worth, Texas	"Usage-Driven" Application	A(27f)-20-2010	03/31/10
2	Pacorini	New Orleans, Louisiana	"Usage-Driven" Application	A(27f)-21-2010	03/31/10
126	Eastman Kodak	Reno, Nevada	"Usage-Driven" Application	Board Order 1703	08/19/10
126	Randa	Reno, Nevada	"Usage-Driven" Application	Board Order 1703	08/19/10
5	Precor	Seattle, Washington	"Usage-Driven" Application	Board Order No. 1717	10/07/10
22	Eastman Kodak	Chicago, Illinois	"Usage-Driven" Application	Board Order No. 1738	01/12/11
22	Kodak	Carol Stream, Illinois	Minor Boundary Modification	A(27f)-41-2010	06/16/10
125E	Thor	Elkhart & Goshen, Indiana	Minor Boundary Modification	A(27f)-42-2010	06/16/10
202	3M	Northridge, California	Minor Boundary Modification	A(27f)-48-2010	07/16/10
2	Pacorini	New Orleans	Usage-Driven Site	A(27f)-52-2010	07/23/10
49	Heller	South Brunswick, New Jersey	Minor Boundary Modification	A(27f)-54-2010	07/29/10
153	Hoon	San Diego, California	Minor Boundary Modification	A(27f)-64-2010	09/13/10
111	Malca-Amit	Jamaica & New York, New York	Minor Boundary Modification	A(27f)-70-2010	09/07/10
50	Tireco	Fontana, California	Minor Boundary Modification	A(27f)-75-2010	10/25/10
177	Best Home	Ferdinand, Indiana	Usage-Driven Site	A(27f)-34-2011	05/23/11
177	Best Home	Paoli and Cannelton, Indiana	Minor Boundary Modification	A(27f)-40-2011	06/13/11
17	Bushnell	Olathe, Kansas	Minor Boundary Modification	A(27f)-38-2011	06/10/11
26	Makita	Buford, Georgia	Minor Boundary Modification	A(27f)-47-2011	06/30/11
41	Hospira	Pleasant Prairie, Wisconsin	Minor Boundary Modification	A(27f)-48-2010	07/01/11
148	CoLinx	Crossville, Tennessee	Minor Boundary Modification	A(27f)-53-2011	07/26/11
26	Kodak	Reno, Nevada	Minor Boundary Modification	A(27f)-33-2010	05/21/10
71	Abbott	Barceloneta, Puerto Rico	Minor Boundary Modification	A(27f)-75-2011	10/04/11

Minor Boundary Modifications					
126	Brightpoint	Reno, Nevada	Minor Boundary Modification	A(27f)-23-2012	02/24/12
177	Hoosier Stamping	Chandler, Indiana	Minor Boundary Modification	A(27f)-81-2011	10/07/11
70	Material Handling	Detroit, Michigan	Minor Boundary Modification	A(27f)-103-2011	11/22/11
220	Rosenbauer America	Lyons, South Dakota	Minor Boundary Modification	Docket B-35-2012	
99	Fisker	Wilmington, Delaware	Minor Boundary Modification	Docket 81-2011	

We have also assisted a variety of manufacturers that have located within general-purpose zones and requested manufacturing authority or subzone authority from the Foreign-Trade Zones Board. This provides a breadth of knowledge about a variety of industries that can be useful in speaking with companies that are potentially interested in locating in a zone project. The following is a list of these companies and their locations in the United States:

Subzone Applications/Manufacturing Requests					
Zone No.	Company/City & State	Location	Type of Project	Board Order	Approval Date
49I	Clariant Corporation	Somerville, New Jersey	Special-Purpose Subzone Application	Board Order 1106	06/21/99
114D	E.I. Dupont de Nemours and Company Inc.	El Paso, Illinois	Special-Purpose Subzone Application	Board Order 1055	09/23/99
7E	Dupont Agricultural Caribe Industries, Ltd	Manati, Puerto Rico	Special-Purpose Subzone Application	Board Order 1056	09/23/99
19A	Syngenta (formerly Zeneca, Inc.)	Omaha, Nebraska	Special-Purpose Subzone Application	Board Order 1082	03/24/00
106C	Imation Corporation	Weatherford, Oklahoma	Special-Purpose Subzone Application	Board Order 1098	06/02/00
103A	Imation Corporation	Wahpeton, North Dakota	Special-Purpose Subzone Application	Board Order 1099	06/02/00
174A	Imation Corporation	Tucson, Arizona	Special-Purpose Subzone Application	Board Order 1100	06/02/00
205A	Imation Corporation	Camarillo, California	Special-Purpose Subzone Application	Board Order 1101	06/02/00
61D	Merck, Sharp and Dohme Quimica	Arecibo, Puerto Rico	Subzone Expansion Application	Board Order 1125	11/09/00
61E	Merck, Sharp and Dohme Quimica	Barceloneta, Puerto Rico	Subzone Expansion Application	Board Order 1126	11/09/00
35B	Merck & Co., Inc.	West Point, Pennsylvania	Subzone Expansion Application	Board Order 1153	04/05/01
93C	Merck & Co., Inc.	Wilson, North Carolina	Subzone Expansion Application	Board Order 1154	04/05/01
104A	Merck & Co., Inc.	Dougherty County, Georgia	Subzone Expansion Application	Board Order 1155	04/05/01

Subzone Applications/Manufacturing Requests					
185C	Merck & Co., Inc.	Elkton, Virginia	Subzone Expansion Application	Board Order 1156	04/05/01
49D	Merck & Co., Inc.	Rahway, New Jersey	Subzone Expansion Application	Board Order 1171	05/29/01
24B	Merck & Co., Inc.	Riverside, Pennsylvania	Subzone Expansion Application	Board Order 1172	05/29/01
73A	Rotorex Co., Inc.	Walkersville, Maryland	Expansion of Manufacturing Authority	Board Order 1173	05/29/01
246	Caterpillar Inc.	Waco, Texas	Request for Manufacturing Authority	Board Order 1175	05/29/01
27L	AstraZeneca LP	Westborough, Massachusetts	Special-Purpose Subzone Application	Board Order 1186	09/25/01
122O	International Resistive Co.	Corpus Christi, Texas	Special-Purpose Subzone Application	Board Order 1190	09/25/01
134A	Komatsu America International Company	Chattanooga, Tennessee	Special-Purpose Subzone Application	Board Order 1200	11/16/01
7	IPR Pharmaceuticals	Canovanas, Puerto Rico	Request for Mfg. Authority	Board Order 1203	12/14/01
7G	Schering-Plough Products L.L.C.	Las Piedras, Puerto Rico	Special-Purpose Subzone Application	Board Order 1218	03/29/02
59A	Kawasaki Motors Manufacturing Corp.	Lincoln, Nebraska	Request for Permanent Removal of Grant Condition	Board Order 1219	03/29/02
59A	Kawasaki Motors Manufacturing Corp.	Lincoln, Nebraska	Expansion of Manufacturing Authority	Board Order 1220	03/29/02
72B	Eli Lilly & Company	Indianapolis, Indiana	Subzone Expansion Application	Board Order 1222	04/15/02
15E	Kawasaki Motors Manufacturing Corp.	Maryville, Missouri	Expansion of Manufacturing Authority	Board Order 1239	07/29/02
153C	DNP Electronics America L.L.C.	Chula Vista, California	Special-Purpose Subzone Application	Board Order 1246	08/23/02
61G	IPR Pharmaceuticals Inc.	Carolina, Puerto Rico	Expansion of Manufacturing Authority	Board Order 1247	09/20/02
20D	Canon Virginia, Inc.	Newport News, Virginia	Special-Purpose Subzone Application	Board Order 1262	11/21/02
126B	Taiyo America, Inc.	Carson City, Nevada	Special-Purpose Subzone Application	Board Order 1265	01/08/03
50J	Ricoh Electronics, Inc.	Tustin, Irvine, & Santa Ana, California	Special-Purpose Subzone Application	Board Order 1279	05/01/03
26H	Ricoh Electronics, Inc.	Lawrenceville, Georgia	Special-Purpose Subzone Application	Board Order 1280	05/01/03
33C	Sony Technology Center - Pittsburgh	Mount Pleasant, Pennsylvania	Expansion of Manufacturing Authority	Board Order 1291	08/21/03
61H	Baxter Healthcare Corporation of Puerto Rico	Guayama, Puerto Rico	Expansion of Manufacturing Authority	Board Order 1293	08/25/03
61F	IPR Pharmaceuticals	Guayama, Puerto Rico	Expansion of Manufacturing Authority	Board Order 1296	08/25/03
102D	Bayer CropScience LP	St. Louis, Missouri	Special-Purpose Subzone Application	Board Order 1308	11/20/03
249A	GE Wind Energy GE Energy Rentals	Pensacola, Florida	Special-Purpose Subzone Application	Board Order 1324	04/19/04
37	Minolta, Inc.	Goshen, New York	Manufacturing Authority Request	Board Order 1338	06/22/04

Subzone Applications/Manufacturing Requests					
229B	E.I. du Pont de Nemours and Company, Inc.	Belle, West Virginia	Special-Purpose Subzone Application	Board Order 1344	08/05/04
234A	Fedders Unitary Products d/b/a Eubank Manufacturing Enterprises	Longview, Texas	Special-Purpose Subzone Application	Board Order 1356	10/01/04
114E	Rockwell Automation	Champaign, Illinois	Special-Purpose Subzone Application	Board Order 1360	11/18/04
234B	LeTourneau, Inc.	Longview, Texas	Special-Purpose Subzone Application	Board Order 1371	02/22/05
15H	MidWest Quality Gloves, Inc.	Chillicothe, Missouri	Special-Purpose Subzone Application	Board Order 1403	07/18/05
7I	Abbott Pharmaceuticals	Barceloneta, Puerto Rico	Special-Purpose Subzone Application	Board Order 1432	12/23/05
17	Cereal Ingredients, Inc.	Leavenworth, Kansas	Request for Expansion of Manufacturing Authority	Board Order 1445	04/14/06
99D	AstraZeneca LP	Wilmington, Delaware	Subzone Expansion Application	Board Order 1455	05/31/06
26J	Eastman Kodak Company	Lawrenceville, GA	Special-Purpose Subzone Application	Board Order 1465	07/14/06
123C	Eastman Kodak Company	Windsor, CO	Special-Purpose Subzone Application	Board Order 1463	07/14/06
50K	Eastman Kodak Company	Whittier & Santa Fe Springs, CO	Special-Purpose Subzone Application	Board Order 1464	07/14/06
84C	DuPont	LaPorte, Texas	Subzone Expansion Application	Board Order 1470	07/26/06
141A	Eastman Kodak Company	Rochester, NY	Subzone Expansion Application	Board Order 1468	07/26/06
206A	Eastman Kodak Company	White City & Medford, OR	Special-Purpose Subzone Application	Board Order 1469	07/26/06
35B	Merck & Co., Inc.	West Point, PA	Subzone Expansion Application	Board Order 1484	10/20/06
185C	Merck & Co., Inc.	Elkton, VA	Subzone Expansion Application	Board Order 1483	10/20/06
61D	Merck Sharpe Dohme	Arecibo, PR	Subzone Expansion Application	Board Order 1485	10/20/06
61E	Merck Sharpe Dohme	Barceloneta, PR	Subzone Expansion Application	Board Order 1486	10/20/06
93H	Merck & Co., Inc.	Durham, NC	Special-Purpose Subzone Application	Board Order 1496	12/01/06
144A	E.I. du Pont de Nemours and Company, Inc.	Valdosta, GA	Special-Purpose Subzone Application	Board Order 1482	10/06/06
202E	Sony Electronics, Inc.	Los Angeles, CA	Special-Purpose Subzone Application	Board Order 1491	11/30/06
220	Medline Industries, Inc.	Mundelein & Waukegan, IL	Special-Purpose Subzone Application	Board Order 1547	03/19/08
107B	SACMI USA, Ltd.	Des Moines, Iowa	Special-Purpose Subzone Application	Board Order 1560	05/20/08
7	Mova Pharmaceuticals	Caguas, Puerto Rico	T/IM	Board Order 1540	01/17/08
7	DuPont/BMS	Manati, Puerto Rico	Subzone Split	(A27f)-38-2007	08/16/07
107A	Winnebago Industries, Inc.	Charles City, Iowa	Special-Purpose Subzone Application	Board Order 1539	01/17/08
141A	Eastman Kodak	Rochester, New York	Subzone Split	A(27f)-2-2008	01/17/08

Subzone Applications/Manufacturing Requests					
	Carestream Health				
123C	Eastman Kodak Carestream Health	Windsor, Colorado	Subzone Split	A(27f)-5-2008	01/24/08
107C	SPAL USA	Ankeny, Iowa	Special-Purpose Subzone Application	Board Order 1561	05/20/08
244	Skechers USA, Inc.	Moreno Valley, CA	Special-Purpose Subzone Application	Board Order 1734	12/20/10
161A	Hospira	McPherson, Kansas	Subzone Expansion	Board Order 1567	07/24/08
86D	Tesoro	Anacortes, Washington	Capacity Expansion	Board Order 1549	03/07/08
64	Outsource Logistics/Bacardi	Jacksonville, Florida	Processing Request	Boarder Order 1601	01/30/09
22P	Sony Electronics	Romeoville, Illinois	Special-Purpose Subzone Application	Board Order 1563	06/12/08
22F	Abbott Laboratories	Des Plaines, Illinois	Subzone Expansion	Board Order 1654	12/18/09
20	STIHL Incorporated	Virginia Beach, Virginia	Subzone Application	Board Order 1612	04/24/09
125	Thor, Industries	Northern Indiana (8 sites)	Subzone Application	Board Order 1626	06/12/09
100	Thor Industries	Jackson County, Ohio	Subzone Application	Board Order 1625	06/12/09
15E	Kawasaki	Maryville, Missouri	Capacity Expansion	Board Order 1603	09/04/09
82D	Sony Electronics, Inc.	Dothan, Alabama	Manufacturing Authority Request	Board Order 1624	06/19/09
7	Bristol-Myers Squibb	Manati, Puerto Rico	Manufacturing Authority Request	A(32c)-17-2008	10/2/08
134	Volkswagen Group of America	Chattanooga, Tennessee	Manufacturing Authority Request	Board Order No. 1740	02/10/11
7	CooperVision	Juana Diaz, Puerto Rico	Manufacturing Authority Request	Board Order 1669	03/12/10
72	Brightpoint North America	Plainfield, Indiana	Special-Purpose Subzone Application	Board Order 1665	02/05/10
177	Schwarz Pharma	Seymour, Indiana	Special-Purpose Subzone Application	Board Order 1686	06/22/10
50	Allegro	Commerce, California	Special-Purpose Subzone Application	Board Order No. 1754	04/18/11
123	Vestas	Denver, Brighton, Windsor, Pueblo, Colorado	Special-Purpose Subzone Application	Board Order No. 1743	02/04/11
29F	Hitachi Automotive Products (USA), Inc.	Louisville, Kentucky	Expansion of Manufacturing Authority	Board Order No. 1751	03/31/2011
153	Abbott	Temecula, California	Manufacturing Request	Board Order No. 1776	07/26/11
177	Best Home Furnishings	Ferdinand, Cannelton, and Paoli, Indiana	Manufacturing Request	Board Order No. 1807	01/31/12
26	Makita	Buford, Georgia	Manufacturing Request	Board Order No. 1803	12/16/11
126	Brightpoint North America	Reno, Nevada	Manufacturing Request	Docket B-37- 2012	
15	Blount, Inc.	Kansas City, Missouri	Manufacturing Request	Docket 76-2011	
177	Hoosier Stamping	Chandler,	Manufacturing Request	Board Order No.	04/16/12

Subzone Applications/Manufacturing Requests					
		Indiana		1822	
99	Fisker	Wilmington, Delaware	Manufacturing Request	Docket 23-2012	
220	Rosenbauer America	Lyons, South Dakota	Manufacturing Request	Docket B-33-2012	

**C. Cost Consideration.**

1. Our fee arrangement in these matters is to bill on an hourly rate ranging from \$90 to \$300 an hour for compliance directors/legal assistants expense, and \$325 to \$595 an hour for attorneys. The primary Team members' rates are: Rose Arck as project coordinator \$125 an hour and Scott Taylor as project manager \$325 an hour. We bill in six minute increments. Detailed billings are forwarded on a monthly basis for legal and consulting services' fees plus expenses such as photocopying, printing of application and operations' manuals, telephone charges, travel expenses, postage, courier service, etc.

We will be available for onsite visits as requested by you and/or the user. While it is difficult to be precise due to the limited detailed information provided, we believe that such initial efforts could be accomplished for fees ranging up to a maximum of \$25,000 for each user oriented application/designation.

The estimated fees noted herein are based upon our experience for the development of a general-purpose foreign-trade zone, usage-driven sites and services. Active involvement by Miller Co. personnel will moderate the time spent by our staff and thus our fee billings. The actual fees for zone projects depend on a wide range of variables that are normally unknown at the time the project is initiated.

2. Expenses vary depending on the circumstances, but generally are an additional 10% to 15% of services billings. (\$25,000 x 15% = \$3,750) **\$28,750 PER FTZ USER PROJECT.**

**D. References.**

1. We are providing references from three Grantee organizations we represent with successful zone projects in Louisville, Kentucky; New Orleans, Louisiana, and Houma, Louisiana. We structured a variety of zone projects for the following Grantee entities: Louisville and Jefferson County Riverport Authority, the Port of New Orleans and the Houma-Terrebonne Airport Commission. The contact information for each is as follows:

<p>Mr. Larry McFall          President          Louisville &amp; Jefferson County          Riverport Authority          P.O. Box 58010          Louisville, Kentucky 40268-0010          Telephone: 502-935-6024          Facsimile: 502-935-6050</p>	<p>Mr. Jim Reese (73 sites)          The Board of Commissioners          Port of New Orleans          1350 Port of New Orleans          Place          New Orleans, Louisiana          70130-1805          Telephone: (504) 528-3264          Facsimile: (504) 528-3357</p>	<p>Mr. David Slayter          Airport Director          Houma-Terrebonne Airport          Commission          10264 East Main Street          Houma, Louisiana 70363          Telephone: (985) 872-4646          Facsimile: (985) 876-4115</p>
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Janice K. Brewer  
Governor

Jon S. Halikowski  
Director

**Arizona Department of Transportation  
CIVIL RIGHTS OFFICE**

1135 N. 22nd Ave. 2nd Floor, Phoenix, Arizona 85009

John A. Bogert  
Chief of Staff

April 24, 2012

Rose Arck  
ACS Realty Services, LLC  
4301 N. 38th Street  
Phoenix, AZ 85018

Dear Rose Arck:

Based on the information provided in your "2012 DBE Annual Update," and supporting documentation, your company's eligibility as a Disadvantaged Business Enterprise (DBE) has been reaffirmed under Title 49 CFR Part 26 with the Arizona Unified Certification Program (AZUCP). This certification provides reciprocity in the DBE program with the Arizona Department of Transportation, the City of Phoenix, and the City of Tucson in the below NAICS codes:

NAICS-531210: BROKERS' OFFICES, REAL ESTATE  
NAICS-531210: BUYING REAL ESTATE FOR OTHERS (I.E., AGENTS, BROKERS)  
NAICS-531390: OTHER ACTIVITIES RELATED TO REAL ESTATE

Each year you will be required to update your application with an affidavit and supporting documentation. We will notify you at least 30 days in advance of this requirement.

You must notify this office in writing within 30 days of any change in circumstances affecting your disadvantaged status, ownership, or control requirements, or any information provided in your annual update form. You must attach supporting documentation describing the nature of such changes. This notice must take the form of a sworn affidavit.

Failure to submit your annual update by **6/30/2013** or report the changes in your company shall be grounds for removal of DBE eligibility.

We look forward to working with you in carrying out the objectives of the program. If you have any questions, please call this office at (602) 712-7761.

Sincerely,

A handwritten signature in cursive script that reads "Jamie Geist".

Jamie Geist  
Certification Program Manager  
Civil Rights Office