



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg

Solicitation No. P11-0083 Page 1 of 1
 Description: Financial Review Services
 Amendment No. Five (5) Date: 4/28/16

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/16. The contract is being extended on a month to month basis not to exceed six months ((2/1/17) or until a new contract is in place.

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

	5/16/18	Judie Scalise	ESI Corporation
Signature	Date	Typed Name and Title	Company Name
5635 N. Scottsdale Rd., Ste. 170		Scottsdale	AZ 85250
Address		City	State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director:
 Scott Whyte, Economic Development Services Director

Department Rep:
 Dina Green, Economic Development Project Manager

CC Number

ACON40811E
 Contract Number

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

The above referenced Contract Amendment is hereby Executed

May 31, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager



City Seal

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 (Rev 07/05/11)

Official File

ACON40811E



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg

Solicitation No. P11-0083 Page 1 of 1
 Description: Financial Review Services
 Amendment No. Four (4) Date: 6/18/15

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/15. The contract is being extended and the new contract term is **09/01/15 through 08/31/16**. LAST YEAR OF CONTRACT

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

<i>Judie Scalise</i> Signature	7/5/15 Date	Judie Scalise Typed Name and Title	ESI Corporation Company Name
5635 N. Scottsdale Rd., Ste. 170 Address	Scottsdale City	AZ State	85250 Zip Code

Attested By:
Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

[Signature]
 Director: Scott Whyte, Economic Development Services Director
 Department Rep: Diña Green, Economic Development Project Manager



CC Number
 ACON40811D
 Contract Number

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

The above referenced Contract Amendment is hereby Executed
 July 16, 2015, at Peoria, Arizona

[Signature]
 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P11-0083 Page 1 of 1
Description: Financial Review Services
Amendment No. Three (3) Date: 6/11/14

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/14. The contract is being extended and the new contract term is **09/01/14 through 08/31/15**.

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

	7/21/14	Judie Scalise	ESI Corporation	
Signature	Date	Typed Name and Title	Company Name	
5635 N. Scottsdale Rd., Ste. 170		Scottsdale	AZ	85250
Address		City	State	Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Scott Whyte, Economic Development Services
Director

Department Rep: Jeanine Jerkovic, Economic Development Manager



CC Number

ACON40811C
Contract Number

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

The above referenced Contract Amendment is hereby Executed

July 30, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

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ACON40811C



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P11-0083 Page 1 of 1
Description: Financial Review Services
Amendment No. Two (2) Date: 7/18/13

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/13. The contract is being extended and the new contract term is **09/01/13 through 08/31/14**.

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

<i>Judie Scalise</i> Signature	7/18/13 Date	Judie Scalise Typed Name and Title	ESI Corporation Company Name
5635 N. Scottsdale Rd 300 W. Clarendon, Ste. 470 Address	STC170 City	Scottsdale Phoenix City	AZ 85250 85013 State Zip Code

Attested By:
Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

Rebecca Zink for
Director: Scott Whyte, Economic Development Services
Director

Department Rep: Maria Laughner, Business and Real Estate Development Manager

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



CC Number
ACON40811B
Contract Number

The above referenced Contract Amendment is hereby Executed
August 1, 2013 at Peoria, Arizona

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Dan Zenko
Dan Zenko, Materials Manager
A CON 40811B



CONTRACT AMENDMENT

Materials Management

Procurement

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

Buyer: Lisa Houg

Solicitation No. P11-0083 Page 1 of 1
Description: Financial Review Services
Amendment No. One (1) Date: June 27, 2012

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/31/12.

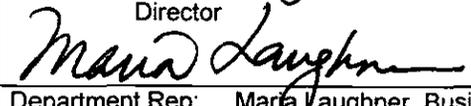
THE NEW CONTRACT TERM is **09/01/12 through 08/31/13**.

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

	<u>6/27/12</u>	Judie Scalise	ESI Corporation
Signature	Date	Typed Name and Title	Company Name
<u>300 W. Clarendon, Ste. 470</u>		Phoenix	AZ 85013
Address		City	State Zip Code

Attested By:

Rhonda Hiruminsky, City Clerk
Acting

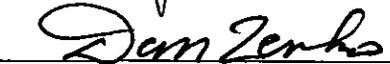
	Director: Scott Whyte, Economic Development Services Director
	Department Rep: Maria Laughner, Business and Real Estate Development Manager
	Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON40811A
Contract Number

The above referenced Contract Amendment is hereby Executed

July 9, 2012 at Peoria, Arizona


Dan Zenko, Materials Management Supervisor

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A CON 40811A



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

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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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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

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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.



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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 Warrant 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

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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

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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 Financial Review 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.



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- a. Firm Experience.
- b. Staff Capabilities and Assignments.
- c. Project Approach.
- d. Cost Considerations.
- e. 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



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and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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



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

d. Professional Liability

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

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.



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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**

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.
- a. 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.
 - b. 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:**
- a. 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.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. 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



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defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

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



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - 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

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FINANCIAL REVIEW SERVICES

The City of Peoria is soliciting proposals from financial consulting firms with the experience and ability to review and advise the city on a variety of economic development projects by reviewing financial documents to establish the accuracy of the proposals submitted by a developer and cost reasonableness of submitted proposals as well as providing economic impact analysis and fiscal impact analysis in order to determine return on investment. Such proposals include but are not limited to development and operating pro formas, infrastructure estimates such as for parking garages, roads, off site and on site improvements (capital costs), and development financing structures (infrastructure financing, land acquisition financing, etc).

The City of Peoria is looking to contract with such a firm in order to consult with them on such financial documents on an as-needed basis.

1. PROJECT DESCRIPTION

The City of Peoria is engaging in various economic development projects that would require financial analysis, economic impact analysis, and fiscal impact analysis so as to determine the accuracy and cost reasonableness of development proposals that are submitted to the City and project the project's return on investment. Target projects include, but are not limited to, retail and entertainment expansions, parking garages, pedestrian connectivity and infrastructure improvements, university and healthcare campus developments, redevelopment and revitalization projects, and signage and way finding.

2. SUBMITTAL REQUIREMENTS

The City encourages interested parties to submit proposals for financial review services. The proposal shall also include the following information:

1. Firm experience in financial review for economic development projects, listing specific projects that have been reviewed and the findings of the review;
2. Biographies of firm members that will be **directly** involved with City of Peoria projects;
3. Approach to review and analysis;
4. Fee for the service (and structure of the fee)

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-five (25) pages in length, but shall include all of the above elements.



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3. 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.

- Firm Experience
- Staff Capabilities and Assignments
- Project Approach
- Cost Considerations
- Conformance to Request for Proposal

The City will shortlist 3-5 firms based on the criteria in this section. The City will interview the shortlisted firms. **The interviews for the project will be scheduled on August 2, 2011.**

4. 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. 85th Avenue, 2nd Floor
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. AZ time on July 6, 2011**

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.

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.

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: **P11-0083**

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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.



July 6, 2011

ESI CORP
300 WEST
CLARENDON
AVENUE
SUITE 470
PHOENIX,
ARIZONA
85013

(602) 265-6120
FAX (602) 265-5919

info@esicorp.net
www.esicorp.net

Ms. Lisa Houg, CPPB
City of Peoria
Materials Management
9875 N. 85th Avenue
Peoria, AZ 85345

RE: Request for Proposal P11-0083
Financial Review Services

Dear Ms. Houg:

On behalf of ESI Corporation, I am pleased to submit one original and four copies of our proposal to the City of Peoria to provide financial review services. ESI Corp is a 20 year old consulting firm based in Arizona. We have the depth of experience and a proven track record in financial analysis and economic and fiscal impact assessment, which are identified as components of your scope of services.

Our enclosed response to your Request for Proposal includes a discussion of our understanding of your needs, our experience in conducting financial review services, project examples, project approach, resumes and DBE certificates.

If you have any questions or would like me to expand on any information submitted in our proposal, please give me a call. We look forward to discussing our approach with you and the selection committee.

Sincerely,

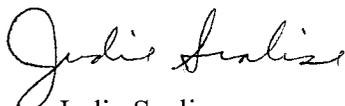

Judie Scalise
Principal

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1. PROJECT UNDERSTANDING

Peoria has a need to retain the services of one or more consulting firms to assist them in analyzing the financial and economic impact of various economic development projects currently underway or proposed for consideration by the city. The portfolio of financial services is diverse and could include analysis of development agreements, preparation of project proformas and financial deal structures, and calculating economic and fiscal impacts. The nature of the project will determine the depth and breadth of the analysis required in order to provide staff and policy makers with detailed analytics to make sound business decisions.

2. ESI CORP EXPERIENCE

ESI Corp was founded in 1990 and is a multi-disciplinary economic development and real estate services consulting firm with clients throughout the U.S. ESI offers a broad range of economic development and financial analysis to a clientele consisting of both public and private sector organizations. ESI Corp is a woman owned business and a certified DBE in the State of Arizona.

For 21 years ESI Corporation has helped communities expand and diversify their economy. They understand the economics of a market and how to leverage opportunities to create the best possible future for its residents. Their consulting services group has the experience and expertise to help local government maximize revenue through job creation and build a fiscally sustainable economy.

They are experts at conducting real estate market analysis, preparing financial pro formas, and identifying development and industry trends. They are also adept at helping their public sector clients understand the fiscal impacts of their land use policies and plans through growth modeling, including tax revenue projections, population and employment

They have two decades of experience in working with communities and developers by advising them on the financial performance of a proposed project, analyzing scenarios that have the highest potential rate of return, assisting with financial deal structuring, and understanding potential economic and fiscal impacts of their projects or policy decisions.

ESI is currently an on-call consultant with ADOT for real estate consulting services, which includes conducting highest and best uses analysis, feasibility studies, lease analysis and planning and zoning studies.

Over the years ESI has completed a number of projects for or in the City of Peoria and is well acquainted with the city's vision and strategic economic development focus on downtown redevelopment, higher education and health care. Our diverse portfolio of projects in Peoria has included: conducting a higher education market and economic impact analysis, preparing an economic development plan and element for the city's general plan, conducting a comprehensive economic and fiscal impact analysis on the master planned community Vistancia, prior to its annexation into the City.

2.1 Financial Analysis

Scope: Preparing detailed project pro formas to understand the financial performance of an investment, the potential internal rate of return, identify funding gaps, and determine if financial incentives are required in order to reduce developer risk and/or meet lending thresholds.

Whether determining if incentives should be offered to secure a deal or negotiating a development disposition agreement (DDA), a detailed reliable financial analysis is required to inform staff and policy makers and aid in making a sound business decision. ESI has prepared financial analyses on numerous projects ranging from mixed use developments to affordable housing. Findings of our analysis were used to negotiate incentives, lobby policy makers, and agree upon deal points within a DDA.



O&M Analysis for City of Mesa and DMB

An analysis of a proposed 3,200 acre mixed use development within the City of Mesa was conducted to examine the operations and maintenance (O&M) costs for parks, police and fire protection that this development would require. First phase of the project consisted of a 1,500 room hotel, 1,000,000 square foot conference center, 500,000 square feet of office, 400,000 square feet of commercial development and 5,700 single and multi family dwelling units. Findings of this analysis provided the City of Mesa and DMB with a clear understanding of the financial gaps that the city government would experience during the early years of the development, resulting in a development agreement that outlined O&M that would be covered by the developer.

Project Pro Forma Plaza San Agustín, Tucson, Arizona

ESI conducted a market and financial feasibility analysis on a proposed mixed use development in downtown Tucson located across from the San Agustín Cathedral. Tasks include a projection of housing demand by type and price range; square footage demand for retail and office space, and research into possible funding partnerships. A 20 and 30 year project pro forma was created for residential, retail and a parking structure to analyze the rate of return based on two funding scenarios (fully private funded and public subsidized).

El Paso Housing Study and Project Proforma

The Base Realignment and Closure Commission (BRAC) identified the city of El Paso to receive over 20,000 new military personnel over the next several years. To help mitigate the impact on housing, the City retained the services of ESI Corp to conduct a thorough affordable and attainable housing analysis. This analysis included projecting the military and non-military population increases, estimating existing and future housing supply identifying affordability gaps, and creating 10 year development proformas for market rate and low-income multi-family housing projects. The findings of this analysis were used to help decision makers adopt policies and focus public

resources in combination with private sector resources to create more affordable housing choices

2.2 Economic Impact Analysis

Scope: Analyzing the economic impacts of an existing or proposed project to the community, including the direct and multiplier effects on job creation, value added and industry output.

Over the last 20 years ESI has performed dozens of economic impact studies. Our clients have ranged from local economic development organizations to government agencies, non-profit organizations to developers and private corporations. We have used both RIMS II (prepared by the U.S. Bureau of Economic Analysis) and IMPLAN econometric models for our analysis work. ESI is well versed with the IMPLAN I-O model and over the past 15 years have used IMPLAN exclusively.

Compared to many other consultants who perform these impact studies, ESI's in-depth methodology is sound and well thought out, and our reports contain the level of detail needed for the client and the intended audience to easily understand the findings. Using the IMPLAN Professional 3.0 software package, ESI has performed numerous economic impact studies for both public and private entities on a wide variety of economic activity and/or industries. Our wide range of experience has included assessing the economic impacts of entertainment venues, military installations, master planned communities, industrial parks, manufacturing facilities, hotels, education facilities, and professional sports activities.

Ak-Chin Indian Community Economic Impact Analysis

ESI Corp was retained to conduct a comprehensive economic impact analysis for the Ak-Chin Indian Community. The Community owns several enterprises including Harrah's Ak-Chin Casino and Resort, an industrial park, the Ak-Chin Farms and their most recent acquisition, the Ak-Chin Southern Dunes Golf Club. These Ak-Chin economic activities were "modeled" to understand the direct and multiplier effects on Pinal County. The economic impact modeling included direct jobs and the associated



payroll, revenues of business enterprises, and value of construction and charitable donations. In addition, a multi-regional analysis was conducted to understand the indirect economic impacts of Community government operations and all business enterprises on Maricopa County.

Higher Education Economic Impact Analysis

As a component of the City's higher education initiative, ESI conducted an economic impact analysis on a hypothetical development of an institution of higher education within the city. Ultimately, results of this analysis provided the City with an understanding of the direct, indirect and induced impacts to the economy as it relates to jobs, wages earned and total industry output. In reviewing the cumulative effect of siting an institution of higher education in the City of Peoria, it became apparent that regardless of the size or type, attracting a college to the City would have significant impacts on the area economy.

SunTech Power Holdings Economic Impact Analysis

ESI was retained by the City of Goodyear to analyze the economic impact that the siting of SunTech Power Holdings would have on the local economy. SunTech Power Holdings is the world's largest crystalline silicon photovoltaic module manufacturer with regional headquarters in China, Switzerland and San Francisco. They design, develop, manufacture, and market solar products for electric power applications in the residential, commercial, and industrial and public utility sectors. Economic impacts of construction and ongoing operations of the manufacturing operation were analyzed. Results of the analysis provided the City of Goodyear with an understanding of the potential economic and fiscal impacts that SunTech's construction and operations would have over a six-year time horizon and allow the City to compare the company's overall value against the incentives that are offered.

Economic Impact of US Military Operations in Arizona (2004 and 2008)

In coordination with the Maguire Company, ESI Corp conducted an economic impact analysis on behalf of the Arizona Department of Commerce on the

continued presence of nine separate military installations and military sites in the State of Arizona. ESI measured the economic impacts accruing at the county and state levels for each installation. The analysis was performed using the IMPLAN model and findings were used by the Governor's Military Affairs Commission, which is the permanent body created by executive order to monitor and make recommendations to the Governor on executive, legislative and federal actions necessary to sustain and grow Arizona's network of military installations, training and testing ranges and associated airspace. An update to the original study (conducted by Maguire/ESI in 2004) was completed and released to the public in 2008. Findings of the analysis were used by the Governor's Military Affairs Commission and DOC staff to prepare land use legislation that would preserve the integrity of Arizona's military installations.

2.3 Fiscal Impact Analysis

Scope: Reviewing economic development projects and advising clients on the potential fiscal impacts that a project or policy decision can have on the on community//region or municipal budget.

ESI is well versed in fiscal impact analysis and over the years has worked with both public and private sector clients to build fiscal models to aid in understanding potential revenue generation. Many of the fiscal models are created in conjunction with the economic impact analysis. The findings of the fiscal model aid our clients in articulating the results to council members, stakeholders, community members and the press. Additionally, the findings can be used to help our clients determine the level of incentives to offer and guide public policy.

Ritz-Carlton Hotel Fiscal Impact Analysis

Five Star Developments retained the services of ESI Corporation in 2011 to prepare a fiscal impact analysis on the proposed Ritz-Carlton Resort Hotel and residential development in Paradise Valley. A comprehensive fiscal impact analysis was prepared estimating the tax revenue that would be generated by the construction and ongoing operations of the



proposed hotel, as well as the tax revenue from the revised density of the single family residential development. These findings were compared to the original plan and impact analysis. Findings of this analysis were used by the Developer to receive approval from Town officials to increase the density of the residential.

Proposed I-10 Reliever (SR 801) Fiscal Analysis

ESI prepared a fiscal model which examined the impact that two different alignments of SR 801 would have on the City of Avondale. The fiscal analysis estimated the potential revenues that would be generated to the various taxing authorities based on a combination of existing planned and approved developments, as well as the city's adopted general land use plan within ¼ miles of each proposed freeway corridor. An analysis of both the northern and southern alignments was evaluated and compared in order to understand the financial impact to the city. A 30 year project pro forma was created that modeled the residential and commercial development along the two alignments, which was based on proposed subdivision densities or densities called out in the city's adopted general plan. Applicable fees and tax rates were applied and revenues were calculated for construction sales tax, building permit and impact fees, property taxes, retail sales tax, and state shared revenue. Study findings concluded that the selection of the ADOT proposed northern route would result in a net loss of \$563 million over the 30 year time horizon to the city, county, and state.

Valley Metro Corporate Sponsorships / Naming Rights Consulting

ESI was a part of the Superlative team of consultants to Valley Metro, and conducted a station by station market analysis to help determine the potential market value of advertisements and sponsorships along the Phoenix Light Rail Line. A number of tasks were undertaken including: conducting demographic and economic research, analyzing vehicular traffic, inventorying existing land uses, and identifying key business activity by station. Each station was profiled and ranked by apparent value and primary land use

types. Findings of this analysis were used to guide decision making on corporate sponsorship marketing.

City of Prescott – Granite Dells Annexation Fiscal Impact Study

Working with the City of Prescott, ESI prepared a fiscal analysis of the proposed annexation of a 1,112 acre development consisting of a mix of commercial, industrial and residential land uses. This fiscal analysis examined the associated costs of water, sewer and transportation infrastructure in order to estimate the revenue and costs associated with the construction of the project along with the estimated costs to service the development (police, fire, street maintenance, parks) and revenues generated by the development (sales and property taxes) associated with the future population. Findings of this study were used to aid policy makers in their decision and by city staff to negotiate a development agreement.

Budgetary Impact of Property Tax Reform

The Northwest Fire District (NWFD) contracted with ESI Corp to conduct a study which assessed the potential budgetary impacts of three property tax reform initiatives proposed in 2008 which included:

- Arizona Tax Revolt – Property Tax Levy Rollback
- Arizona Tax Revolt – Property Tax Valuation Rollback
- Prop 13 Arizona

These initiatives outline significant changes to the way property taxes are set, levied, and collected in the State of Arizona. Our work entailed preparing a baseline analysis, or a business as usual scenario projected out to 2018. A fiscal model was developed over the same time horizon for the three proposed initiatives. The findings of the baseline analysis were then compared to the findings for each of the three initiatives.

Given that an overwhelming amount of fire district funding draws from secondary property taxes, any reduction or elimination thereto impacts the level of service the fire district is able to provide. It was concluded that all three initiatives would have significant consequences to the future of the NWFD,



as well as for all other fire districts operating under the same financial structure. Findings of this analysis were used to lobby against the proposed legislation.

Avondale City Center Specific Plan

ESI worked as a sub-consultant to Dyett & Bhatia on the Avondale City Center Specific Plan. For this project ESI completed a detailed market analysis and growth projections to guide the creation of the master land use plan for the area, which included documenting historical development and absorption trends in office, retail, multi family and condo residential, and recommending supportable square feet and dwelling units. A fiscal analysis was prepared evaluating the impact to the City of each of the two concept plan alternatives, and finally implementation strategies relating to funding and marketing of City Center were prepared. The plan was adopted by the City Council and the city has made public investment to the corridor. Discussions with developers and end users are currently underway.

Phoenix Coyotes and Jobbing.com Impact Analysis

The Phoenix Coyotes and Arena Management Group (AMG) contracted with ESI Corp in 2009 to conduct a study assessing the economic and fiscal impacts generated by the Phoenix Coyotes professional hockey franchise, as well as associated Jobbing.com Arena activities managed by AMG. This study examined the direct, indirect and induced economic and fiscal impacts generated within the City of Glendale, as well as Maricopa County in Arizona. The analysis was performed in order to provide insight into the value the organization brings to the Phoenix metropolitan area and to estimate their fiscal contributions to local and state government entities.

The analysis examined three separate impacts:

1. The economic impact of Coyotes/AMG operations on the City of Glendale and Maricopa County. The direct, indirect and induced impacts were measured in terms of value added, jobs, and industry output.
2. The tax revenue (sales and property) accruing to the City of Glendale, Maricopa County, and the State of Arizona.

3. The impact Phoenix Coyotes operations have on sales activity at Westgate City Center in Glendale, Arizona.

The economic and fiscal impacts estimated were based on actual expenditure data, provided by the Phoenix Coyotes/AMG, for their fiscal year 2007-2008. Findings were used by the franchise to renegotiate their lease agreement with the City of Glendale.

3. STAFF CAPABILITIES

Choosing ESI Corporation means leveraging the proven expertise of recognized industry leaders in the areas of market analysis-feasibility, financial analysis and detailed fiscal and economic impact analysis across both public and private sectors. Utilization of GIS mapping software is prevalent in ESI projects and is a crucial tool for problem solving and decision making.

As professors, speakers, researchers, authors, and advisors to Governments, the U.S. Military, Tribal Nations, private developers, the experts at ESI are uniquely qualified to deliver objective, actionable results to your entity and project.

Below is a brief biography for each of the key personnel who will be working on this project. Full resumes are appended to this proposal.

3.1 Key Staff Biographies

Judie Scalise is founder and Principal of ESI Corporation. She specializes in economic development and pre-development planning services to a clientele consisting of government agencies, economic development organizations, corporations, private developers, and utility companies. A pioneer of economic development analytics with 30 years of established market expertise, Judie has authored more than 500 plans and economic studies.

Peer recognition of Judie's portfolio of work includes industry leadership roles and notable distinction, including:

- Past Chairwoman of the International Economic Development Council (IEDC)



- Board member for the California Association of Local Economic Development (CALED)
- Board member for the Arizona Rural Development Council
- Technical Advisor to the Urban Land Institute and the American Institute of Architects
- Past President of the Arizona Association for Economic Development (AAED)
- William W. Lampkin Award for Long Term Excellence in Economic Development
- Fellow Member and Honorary Life Member of the International Economic Development Council (IEDC)
- City of Prescott, Arizona – Annexation Fiscal Impact Analysis
- City of Mesa/DMB – O & M Study for the GM Proving Ground
- Ak Chin Indian Community – Economic Impact Analysis on Casino Operations, Government Activities and Business Enterprises
- Ritz Carlton, Hyatt and Sheraton Hotel Projects – Fiscal Impact Analysis
- I-10 Reliever Fiscal Impact Analysis

Prior to forming ESI Corp in 1991, she held the management positions of Executive Director of the Phoenix Economic Growth Corporation, Vice President and Manager of the Industrial and Economic Development Department of Security Pacific National Bank and Director of Business and International Trade for the Arizona Department of Commerce (formerly the Office of Economic Planning and Development).

Ms. Scalise has nearly 30 years of professional experience in the areas of land economics, financial analysis, strategic planning, and economic development. As a Principal of ESI Corp, Ms. Scalise has directed numerous consulting assignments consisting of financial feasibility analysis, economic/fiscal impact studies, strategic planning, labor market analysis, and industry cluster analysis. She has designed, managed and conducted studies for both public and private-sector clients in the fields of real estate economics and public-development strategy.

Ms. Scalise holds a B.S. degree in Public Administration from the University of Arizona and is a graduate of the Economic Development Institute at the University of Oklahoma. She holds the professional designation of Certified Economic Developer (CEcD)

Notable Project Experience:

- City of Tucson, Arizona – Market Feasibility and Financial Analysis for Mixed Use Downtown Development and Parking Garage

Michael Bell specializes in Urban Planning and Geographic Information Systems (GIS) and focuses on community and economic development planning projects at ESI Corp. This includes gathering and analyzing data, leading focus groups and conducting interviews, and developing economic development strategic plans and general plan elements. In addition, Mr. Bell is exceptionally talented in the expert utilization of software packages covering all aspects of geographic information systems, databases and spreadsheets, vector and raster graphics, cartography, 3D visualization, computer aided design and project management.

Mr. Bell has practical knowledge and experience of the planning and zoning process from both the public and private sector perspectives. Prior to joining ESI Corp in 2008 he was employed with WRG Design, where he managed over 35 projects through the Site Feasibility and Land Use Entitlement process in Oregon and Washington, including the development of public school campuses, regional retail centers, large residential communities, and industrial developments. These projects included land use and site plan design, processing planning and zoning applications, general plan amendments and rezoning applications, as well as making presentations to jurisdictional councils and committees, and attending application conferences and public hearings.

While employed at the City of Mesa, AZ, he was entrusted with a variety of planning projects ranging from one of the largest health care facilities in Arizona



to innovative mixed use developments to regional industrial and commercial centers.

With over eight years experience in both public and private sector planning, Mr. Bell is well versed with the economic development process, data collection and analysis, and the logistics of successfully navigating projects politically and administratively through local, state, and federal governments.

Notable Project Experience:

- Fountain Hills Retail Analysis and Tax Revenue Generation
- Economic Impact Analysis of U.S. Naval Installations in the Continental United States and Hawaii
- Rio Verde Trade Area Commercial Analysis and Socioeconomic Profile
- Downtown Peoria Revitalization Plan Market Analysis

4. PROJECT APPROACH

Our approach to review and analysis of economic development projects will vary depending upon the type of project that is being analyzed (financial, fiscal or economic) the existence of prior analytics, data provided by the City and / or developer, time horizon of the project, compliance with state statutes, etc . All of this will guide the methodology utilized.

On the following two pages is a table noting the various tasks that could be undertaken when reviewing and advising the city on various economic development projects. Depending upon the nature of the economic development project, these tasks could be conducted separately or used in combination with one another. Each task has a corresponding X in the table denoting the application of the task to the type of economic development project being analyzed.

Financial Review Services

City of Peoria
Request for Proposal
#P11-0083

Approach to Review and Analysis

Approach	Financial Analysis	Economic Impact Analysis	Fiscal Impact Analysis
Meet with staff to review and discuss the purpose of the analysis and obtain any background data, studies and information.	X	X	X
Review project assumptions that were utilized in developer provided analysis for their accuracy and validity. This could include discount rate, proposed absorption, the internal rate of return, financing options, revenue stream, O&M costs, job creation, and the like.	X		
Prepare an independent analysis to understand the potential project performance, rate of return, funding gaps, and capital requirements.	X		
Prepare general cost estimates for construction or utilize cost estimates from engineering firms to form the basis of a project proforma.	X		
Determine primary or secondary data that is needed and collect data. Create and compile into tabular format, charts, or maps for visual presentation.	X	X	X
Identify the geography of the area for analysis, which could include an aggregation of zip codes, block groups or the entire city.		X	
Create a spreadsheet model to forecast costs based on future development or project scenarios and evaluate and compare this to the fiscal impacts likely to accrue to the city.			X



Approach to Review and Analysis

Approach	Financial Analysis	Economic Impact Analysis	Fiscal Impact Analysis
Utilize IMPLAN software v3 to conduct highly sophisticated economic impact analysis. Meet with city staff agree upon the scope of work, number of years for the analysis, and the level of detailed required for the project. Identify the IMPLAN sector code(s) to associate with the analysis and gather applicable data such as construction costs, labor costs, operating costs, and projected revenue. If impact analysis is for one year, utilize IMPLAN software and run the analysis, if multiple years are required, utilize applicable IMPLAN multipliers and model the analysis in excel.		X	
Prepare a fiscal impact analysis of the proposed project either in conjunction with the economic impact analysis or separately. Research various tax rates for Peoria and other taxing jurisdictions, calculate revenue sharing ratio for the city and prepare a spreadsheet model and calculate the tax revenue to be generated over a specified time			X
Review and analyze the request for incentives to understand whether the project can be carried out without the provision of city incentives. Review and analyze project proforma and financial statements relating to the project to determine if incentives are necessary. Perform a revenue forecast to determine the economic benefits that will accrue to the city from the project and determine the net benefit.	X		X
Conduct meetings with staff to review background materials, data points and findings.	X	X	X



5. FEE STRUCTURE

Depending upon the project, ESI can work on a fixed fee basis or time and materials. This is usually agreed upon at the start of the project.

ESI hourly rates are as follows.

	Hourly Rate
Principal	\$150
Associate	\$95
Research Assistant	\$75
Data Entry	\$45

Reimbursable expenses are billed at cost with no mark up. These expenses can include data acquisition, photocopying, long distance phone/fax, binding, and travel.

6. DBE STATUS

Has your firm been certified a minority or woman owned business enterprise. YES

ESI Corp is a woman owned business and has been certified DBE in the State of Arizona by ADOT, and a certified Small Business Enterprise (SBE) by the City of Phoenix.

Appendix B contains copies of the certification certificates.

APPENDIX A - RESUMES



JUDIE A. SCALISE, CEcD Principal, ESI Corp

EDUCATION

- BSPA, University of Arizona
- Economic Development Institute, University of Oklahoma

EXPERIENCE

- 1990 – Present, ESI Corp
Principal and Founder (Phoenix, AZ)
- 1988 - 1990 Phoenix Economic Growth Corporation, Executive Director, Deputy Director (Phoenix, AZ)
- 1986 - 1988 Security Pacific National Bank of Arizona, Vice President and Manager, Industrial & Economic Development Department (Phoenix, AZ)
- 1979 - 1986 Arizona Department of Commerce, Director Business and Trade Division (Phoenix, AZ)
- 1978 - 1979 U.S. Department of Commerce Southwest Border Regional Commission, Research Analyst (Tucson, AZ)

EXPERTISE

- Financial analysis and project feasibility
- Economic and fiscal impact analysis
- Economic and market analysis
- Economic development and downtown redevelopment strategic planning

Judie A. Scalise is Founder and Principal of ESI Corporation. She specializes in economic development and pre-development planning services to a clientele consisting of government agencies, corporations, private developers, economic development organizations and utility companies. Prior to forming ESI Corp in 1990, she held the management positions of Executive Director of the Phoenix Economic Growth Corporation, Vice President and Manager of the Industrial and Economic Development Department of Security Pacific Bank and Director of Business and International Trade for the Arizona Department of Commerce.

Ms. Scalise brings nearly 30 years of professional experience in the areas of land economics, financial analysis, strategic planning, and economic development. As a Principal of ESI Corp, Ms. Scalise has directed numerous consulting assignments consisting of economic development strategic planning, labor market analysis, industry cluster analysis, community assessments, market and trade area identification, market and financial feasibility analysis, and economic/fiscal impact studies. She has designed, managed and conducted studies for both public and private-sector clients in the fields of real estate economics and public-development strategy.

Ms. Scalise serves on the Board of Directors for the Arizona Rural Development Council (AZRDC) and the California Association for Economic Development (CALED). She is a former Chairwoman of the International Economic Development Council and the Arizona Association for Economic Development. Ms. Scalise teaches strategic planning at the CALED Economic Development Fundamentals Course and business retention and expansion at the Basic Economic Development Course in Tucson, AZ. Ms. Scalise is a member of CALED, the Urban Land Institute, the Arizona Association for Economic Development, and the International Economic Development Council.

She holds a Bachelor of Science Degree in Public Administration from the University of Arizona and is a graduate of the Economic Development Institute at the University of Oklahoma. She holds the professional designation of Certified Economic Developer (CEcD).



MICHAEL B. BELL Planning/GIS, ESI Corp

EDUCATION

- MUEP, Arizona State University,
Tempe, Arizona
- BA Geography,
Rutgers University,
New Brunswick, New Jersey

EXPERIENCE

- 2008 – Present ESI Corp
Project Manager (Phoenix, AZ)
- 2006 – 2008 WRG Design Planner
(Portland, OR)
- 2005 – 2006 City of Mesa Planner II (Mesa,
AZ)
- 2001 – 2005 ESI Corp
GIS Specialist/Planner (Phoenix, AZ)

EXPERTISE

- Socio-economic and market analysis
- GIS, cartography, and spatial modeling
- Site planning and design
- Entitlements, ordinances, and regulations

Michael B. Bell specializes in Urban Planning and Geographic Information Systems (GIS) and focuses on community and economic development planning projects at ESI Corp. This includes gathering and analyzing data, leading focus groups and conducting interviews, and developing economic development strategic plans and general plan elements. In addition, Mr. Bell is exceptionally talented in the expert utilization of software packages covering all aspects of geographic information systems, databases and spreadsheets, vector and raster graphics, cartography, 3D visualization, computer aided design and project management.

Mr. Bell has practical knowledge and experience of the planning and zoning process from both the public and private sector perspectives. Prior to joining ESI Corp in 2008 he was employed with WRG Design, where he managed over 35 projects through the Site Feasibility and Land Use Entitlement process in Oregon and Washington, including the development of public school campuses, regional retail centers, large residential communities, and industrial developments. These projects included land use and site plan design, processing planning and zoning applications, general plan amendments and rezoning applications, as well as making presentations to jurisdictional councils and committees, and attending application conferences and public hearings.

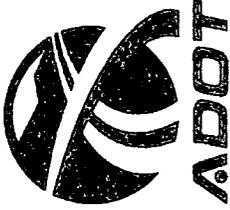
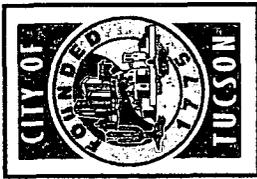
While employed at the City of Mesa, AZ, he was entrusted with a variety of planning projects ranging from one of the largest health care facilities in Arizona to innovative mixed use developments to regional industrial and commercial centers.

With over eight years experience in both public and private sector planning, Mr. Bell is well versed with the economic development process, data collection and analysis, and the logistics of successfully navigating projects politically and administratively through local, state, and federal governments.



APPENDIX B – DBE CERTIFICATES





City of Phoenix

Arizona Unified Certification Program

This is to certify that

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

ESI Corporation DBA ESI Corp.

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

NAICS #541611 (Strategic Planning Consulting Services)

Re-Certification Eligibility: December 10, 2010 to June 30, 2015

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


Jamie Geist, Certification Program Manager
Arizona Department of Transportation, Civil Rights Office

Date: December 10, 2010



City of Phoenix
EQUAL OPPORTUNITY DEPARTMENT

ESI CORPORATION

IS HEREIN GRANTED

**SMALL BUSINESS ENTERPRISE (SBE)
CERTIFICATION**

In the Area(s) of:

**Professional consulting specializing in real estate pre-development planning &
economic development strategic planning**

Certification Eligibility: March 02, 2011 – June 30, 2016

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

A handwritten signature in black ink, appearing to read "Joyce C. Grossman".

Joyce C. Grossman, Deputy Director
City of Phoenix Equal Opportunity Department