



City of Peoria, Arizona Notice of Request for Proposal for Professional Services



Request for Proposal No: **P12-0082** Proposal Due Date: **July 16, 2012**

Services: **Consulting Services for Building Re-Use Implementation Strategy** Proposal Due Time: **5:00 P.M. AZ Time**

Project No: _____ Purchasing Agent: **Jennifer Miller**

Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**

Mailing Address: **9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

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

OFFER:

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

For clarification of this offer contact: Telephone: 602-266-6565 Fax: 602-266-5095

Name: Barry Dill Email: barry@firststrategic.com

First Strategic Authorized Signature for Offer

300 W. clarendon Ave, Suite 460 Barry A. Dill

Phoenix, AZ 85013 Printed Name

Partner

City State Zip Code Title

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

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

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

Attested by: [Signature]
City Clerk

cc: 23 098412

L Contract Number: 05812

Official File: _____

City of Peoria, Arizona. Effective Date: September 7, 2012

Approved as to form: [Signature]
Stephen M. Kemp, City Attorney

Contract Awarded Date: September 6, 2012
[Signature]
Carl Swenson, City Manager

FIRSTSTRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

August 15, 2012

Ms. Jennifer Miller, CPPB
Contract Administrator
City of Peoria
9875 N. 85th Ave., Second Floor
Peoria, Arizona 85345

RE: P12-0082, Consulting Services for Building Re-use Implementation Strategy

Dear Ms. Miller:

The FirstStrategic Team is pleased to respond to your offer to provide a phased approach to the Request for Proposal offered by the City of Peoria. Please find the Scope of Work provided by the City, pricing for the scope of work and an estimated timeline to provide the work.

We are pleased to be selected for this important planning process and look forward to working with the Staff and Elected Officials of the City of Peoria. Because of the phased in approach to the project and the realignment of certain aspects from one phase of the plan to another, the timetable that we provided with our bid has been modestly extended.

We look forward to beginning the project and remain available to answer any questions you may have. Thank you again for selecting the FirstStrategic Team for this project.

Sincerely,

Wes Gullett
Partner
FirstStrategic Communications and Public Affairs

FIRSTSTRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

Building Re-Use Implementation Strategy

Phased Scope of Work

Purpose: The phased scope of work approach below is intended to focus initially on the areas that are: (1) essential Targeted Industry market, site, and location criteria considerations and evaluate market acceptance criteria for a Targeted Industry, as well as barriers to market acceptance; (2) provide a detailed evaluation of the buildings under consideration through this contract (see Exhibit A) that may have immediate interest from a Targeted Industry; and (3) commence the effort to identify and secure private and public (state and federal) funding sources, such as grants, low-interest loans, etc, to assist in any capital expense to retrofit any of the buildings pursuant to this contract. This approach is designed to also minimize the total cost of the engagement by using a work flow model that reserves the detailed building assessment to those buildings that are previously determined to meet the market, site location criteria, needs and preferences of the Targeted Industries we seek.

Phase 1 – This phase of the scope of work focuses on the economic viability of the City of Peoria, through its market profile and the buildings under consideration under this contract, as to whether Peoria is an attractive market for the Targeted Industries listed in Exhibit B. Since all of the buildings under consideration are privately owned, this phase also includes meetings with property owners to inform them of the purpose and deliverables resulting from his engagement, as well as to obtain their support and written permission to access the buildings for evaluation purposes.

Phase 1(a) – Economic Viability and Market Evaluation. Tasks to be completed under this phase include:

- Complete Targeted Industry Site Location Assessment Form (see Exhibit C) for each Targeted Industry listed in Exhibit B;
- Complete a Peoria market acceptance analysis with a SWOT specific to the Targeted Industries under consideration in the Peoria market area;
- Complete a comparative analysis of Peoria's market profile to other benchmark cities in terms of being able to attract Targeted Industries and the condition/adaptive re-use potential of Peoria buildings under this contract to other similar buildings in the Valley;
- Conduct meetings with property owners of buildings to be reviewed to inform them of this process and desired outcome, as well as to gain their written authorization to enter and evaluate their buildings;
- Identify of the re-use potential of each building based on economic, demographic, as well as site location and market acceptance criteria;
- Should Peoria not be competitive in attracting the listed Targeted Industries, provide recommendations on alternative re-uses and alternative end users for the buildings in question with options for consideration;
- This phase will conclude with a written draft report for staff review, then a final written report with completed Targeted Industry Site Location Assessment forms, recommendations on moving forward, identification of alternative re-use options and resulting end users.

FirstStrategic Communications and Public Affairs

300 West Clarendon Avenue, Suite 460 | Phoenix, Arizona 85013 | Phone: (602) 266-6565 | Fax: (602) 266-5095 | www.firststrategic.com

Phase 1(b) – Building Assessments. Once the Economic Viability and Market Evaluation report is completed, this phase will focus on assessing those buildings determined through Phase 1(a) to be most appropriate for Targeted Industry re-use. Tasks to be completed under this phase include:

- Complete building evaluations and site feasibility assessments through completion of the Building/Site Assessment Form (see Exhibit D) for each of the buildings determined under Phase 1(a) to be appropriate for Targeted Industry or alternative end user re-use;
- Completion of a broker opinion of value for each building considered under this phase;
- Discussion with affected property owners to discuss the outcome of the building assessment process and broker opinion of value, as well as the likely industries/businesses that may be interested in the re-use of the building;
- This phase will conclude with a written draft report for staff review, and a final report with completed Building/Site Assessment Forms for each building under consideration, and completed broker opinions of value for the buildings under consideration. The final report will outline all building re-use options and potential, recommendations, and an enumeration of the needed improvements and costs (including on- and-off site improvements) to make the facility compelling for the end user.

Phase 1(c)(i) - Financial Assistance Programs. Upon completion of Phase 1(a), consultant shall begin the process of identifying the public and private funding sources available and eligible for capital improvements needed to bring the buildings into compliance for occupancy by a targeted Industry or alternative user. This phase will include the following tasks:

- Completion of an inventory and summary matrix of the private and public funding sources currently available to support the effort under this contract. The matrix should include, among other items, the funding source, eligible activities, narrative description on the use of funds and any conditions or restrictions associated with the funding, contact information, application timeframe, maximum amount of the assistance, form of assistance, required City matching funds, form of eligible match, etc;
- Recommendations as to how to position the City or local non-profit organizations may receive any available funding, including making contact with decision makers, networks, and lobbying efforts to maximize the City's ability to leverage funding for this effort;
- Completion of a schedule prioritizing the financial assistance packages to be pursued in order of greatest likelihood of success;
- Preparing or obtaining all letters of support and collateral materials needed by the granting agency to be made of part of the City or local non-profit organization's application.

Phase 1(c)(ii) - At the conclusion of Phase 1(b), consultant shall prepare the funding applications per the prioritized schedule of financial assistance focusing on those buildings determined through Phase 1(b) to be most appropriate for targeted end user occupancy, for which a detailed building and site assessment was completed, and for which the Peoria market and end user

location criteria support as acceptable and competitive. Tasks for this portion of the scope include:

- Completed draft applications with all attachments for each funding source determined to have the highest probability of funding success for the buildings in question.

Phase 2 – Building Re-Use Implementation Strategy. This phase uses the final reports from phase 1(a) and 1(b), along with other data and information to compile a comprehensive written report (including an electronic copy) that is an action-oriented implementation strategy with clear, specific and detailed recommendations for each building under consideration, as well as options, re-use potentials, and end users likely for occupancy. Tasks to be completed under this phase include:

- Meetings with staff to discuss overall outcomes of the previous phases;
- Meetings with affected property owners to determine their level of cooperation in the re-use of the buildings;
- Meeting with the City's Economic Development Advisory Board to report on the status of work and outcomes;
- Meeting with the City's Sustainable Development and Public Service Subcommittee
- General public meetings to inform the residents and business of the outcome of the study
- Conduct a formal presentation at a City Council Study Session Meeting
- Conduct a formal presentation at a regular City Council Meeting
- Submission of a draft written report for staff review, and a final implementation strategy including a summary Targeted Industry Site Location Criteria Matrix (Exhibit E)
- Identification and delivery of targeted end users through a listing of end users appropriate for the building re-use strategy.

Estimated Project Time Line

Phase 1(a)

September 10	Begin work
September 28	Brief Staff on progress of project
October 19	Brief Staff on progress of project
November 9	Provide draft report to Staff
November 16	Provide final report to Staff

Phase 1(b)

November 26	Begin work
December 14	Brief Staff on progress of project
January 4, 2013	Provide draft report to Staff
January 11, 2013	Provide final report to Staff

Phase 1(c)i

November 26	Begin work
December 14	Brief Staff on progress of project
January 18	Brief Staff on progress of project
January 25	Provide Staff with report on project

Phase 1(c)ii

January 14	Begin work
February 1	Provide completed draft applications to Staff

Phase 2

January 14	Begin process of briefing
February 15	Conclude briefing process



City of Peoria 9875 N. 85th Ave., 2nd
Floor

Peoria, Arizona 85345

Materials Management & Inventory Control

August 7, 2012

Barry Dill
First Strategic
300 W. Clarendon Ave., #460
Phoenix, AZ 85013

RE: P12-0082, Consulting Services for Building Re-use Implementation Strategy

Dear Mr. Dill:

The Economic Development Department would like to do a phased approach for a portion of services offered in your proposal. Please see the attached scope of services for that portion of the work and propose pricing by the phases as shown by August 15, 2012. The term contract and this specific scope and fee that we are finalizing will be presented to City Council for approval. Please be reminded, that during this process, there should be no Council or staff lobbying.

If you have any questions regarding the contract, please contact the Materials Management Division at (623) 773-7115. Thank you for your interest in doing business with the City of Peoria.

Sincerely,

Jennifer Miller, CPPB
Contract Administrator

Enclosure



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Building Re-Use Implementation Strategy Phased Scope of Work

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- Recommendations as to how to position the City or local non-profit organizations may receive any available funding, including making contact with decision



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makers, networks, and lobbying efforts to maximize the City's ability to leverage funding for this effort;

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- Identification and delivery of targeted end users through a listing of end users appropriate for the building re-use strategy.

Budget Detail

Phase 1(a)	Number of hours	710 x \$200*	hourly rate =	\$142,000
Phase 1(b)	Number of hours	470 x \$200*	hourly rate=	\$ 94,000
Phase 1(c)(i)	Number of hours	115 x \$200*	hourly rate=	\$ 23,000
Phase 1(c)(ii)	Number of hours	35 x \$200*	hourly rate=	\$ 7,000
Phase 2	Number of hours	270 x \$200*	hourly rate=	\$ 54,000

Subtotal: \$320,000

Reimbursable:

Travel

Per Diem

Copying

Materials

Other (please specify items and amounts)

Subtotal: \$Included in Hourly
Estimate

Total Not to Exceed \$320,000

*Hours are calculated at an average of \$200 per hour. This hourly amount will differ from providers but will not exceed the projected totals.

City of Peoria Building Re-use Implementation Assessment
Work Flow Timeline and Cost Breakdown

Action/Cost	Day 1-10	D11-20	D21-30	D31-40	D41-50	D51-60	D61-70	D71-80	D81-90	D91-100	D101-110	D111-120
Building Ident. and inventory	Total cost \$161,000											
Total Cost of Inent/inventory	805 hours at \$200 average per hour = \$161,000											
Identify B-OCEAN building	Total Cost \$25,000											
PwC Cost	15 hours at \$200 average per hour = \$3,000											
B-OCEAN Cost	50 hours at \$200 average per hour = \$10,000											
AES Cost	20 hours at \$200 average per hour = \$4,000											
Velocity Cost	20 hours at \$200 average per hour = \$4,000											
FirstStrategic Cost	20 hours at \$200 average per hour = \$4,000											
B-OCEAN Team Assessment	Total cost \$71,000											
PwC Cost	35 hours at \$200 average per hour = \$7,000											
B-OCEAN Cost	185 hours at \$200 average per hour = \$37,000											
AES Cost	105 hours at \$200 average per hour = \$21,000											
FirstStrategic Cost	30 hours at \$200 average per hour = \$6,000											
Velocity Team Assessment	Total Cost \$65,000											
PwC Cost	50 hours at \$200 average per hour = \$10,000											
Velocity Cost	210 hours at \$200 average per hour = \$42,000											
FirstStrategic Cost	65 hours at \$200 average per hour = \$13,000											
Economic Viability Assessment	Total Cost \$75,000											
Total cost of Viability Assessment	375 hours at \$200 average per hour = \$75,000											
PwC Cost	200 hours at \$200 average per hour = \$40,000											
B-OCEAN Cost	130 hours at \$200 average per hour = \$26,000											
FirstStrategic Cost	45 hours at \$200 average per hour = \$9,000											
Identify Public Funding Opportunities	Total Cost \$30,000											
Total Cost of Identifying Public Funding	150 hours at \$200 average per hour = \$30,000											
FirstStrategic Cost	90 hours at \$200 average per hour = \$18,000											
B-OCEAN Cost	60 hours at \$200 average per hour = \$12,000											
Re-use Strategy Development	Total Cost \$54,000											
Total Cost of Strategy Development	270 hours at \$200 average per hour = \$54,000											
PwC Cost	50 hours at \$200 average per hour = \$10,000											
B-OCEAN Cost	100 hours at \$200 average per hour = \$20,000											
FirstStrategic Cost	100 hours at \$200 average per hour = \$20,000											
Velocity Cost	20 hours at \$200 average per hour = \$4,000											
Total Project	Total Cost \$320,000											
Total Project Costs	1,600 hours at \$200 average per hour cost = \$320,000											

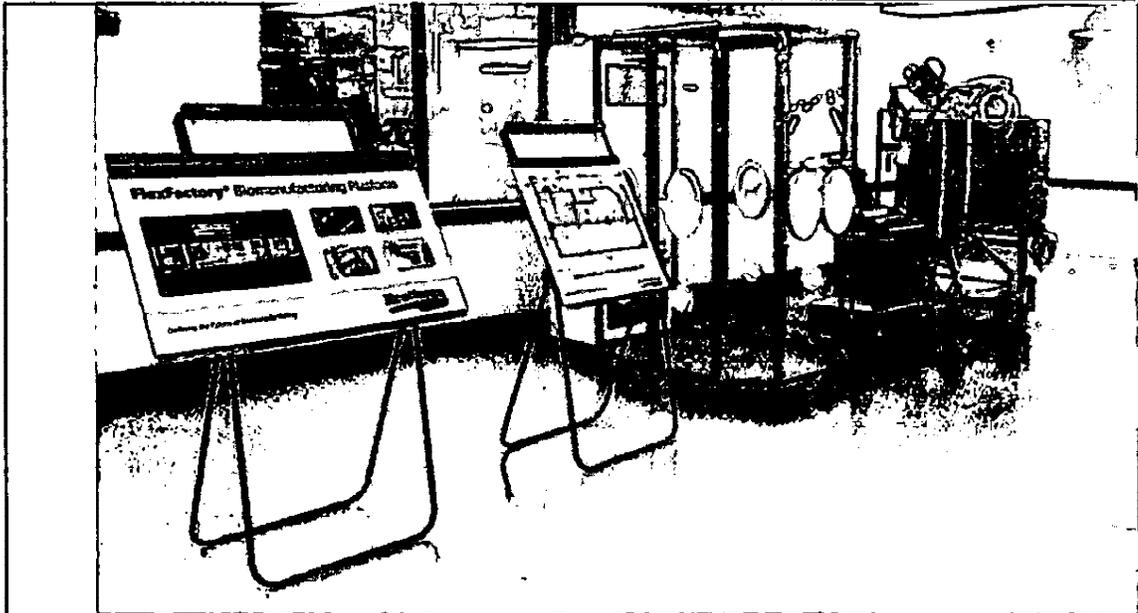
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City of Peoria Solicitation Number:P12-0082



Consulting Services Proposal for Building Re-Use Implementation Strategy

FirstStrategic

300 West Clarendon Avenue, Suite 460

Phoenix, Arizona 85013

Phone: (602) 266-6565

www.firststrategic.com

Consulting Services for Building Re-Use Implementation Strategy

Solicitation Number: P12-0082

Introduction

FirstStrategic Communications & Public Affairs is pleased to respond to the request from the City of Peoria to provide a strategic implementation plan to develop unique and sustainable re-uses for underutilized, existing buildings within the City. This implementation strategy will assess existing buildings in the City, develop new approaches to re-purpose those buildings, ascertain the viability of utilizing those buildings for targeted uses by the City, and create an aggressive marketing plan to immediately engage an end user for the buildings.

FirstStrategic has put together an outstanding team to develop this multi-faceted, strategic implementation plan. The FirstStrategic team includes experts from PricewaterhouseCoopers, LLC (PwC), Velocity Retail Group, Blue Ocean Biomanufacturing (B-OCEAN), and AES Clean Technology, Inc. to provide the most comprehensive planning possible.

Working together our team can supply the City of Peoria with a strategic implementation plan within 120 days and deliver a blueprint of how to begin creating new jobs and tax revenues immediately. The following proposal will specifically respond to your Request for Proposal and detail the experience of an outstanding team of professionals. Thank you for this opportunity.

1. Understanding of Targeted End Users

In an effort to make the implementation plan as effective as possible, our team includes an end user that is already interested in locating a state of the art biomanufacturing facility in Peoria. Blue Ocean Biomanufacturing is currently repurposing an underutilized warehouse in Massachusetts and is planning an expansion in the western United States. Blue Ocean Biomanufacturing will be involved in all aspects of our team's effort to make sure that the plan is based in reality and will yield tangible results.

The implementation strategy will analyze market demand for attracting targeted users that will include a robust review of labor force, material supply chain, transportation modes, and access to innovative technology that will enhance Peoria's appeal to the targeted industry. The implementation strategy will also review additional needs of the targeted industries, such as their desire to operate in a tax environment, business climate, and cost of operation that is consistent with the available inventory of underutilized buildings available in Peoria. The implementation plan will consider the competitive advantages of underutilized buildings in Peoria, as well as the costs associated with bringing those buildings up to the standards necessary for a targeted industry to re-purpose the building in a way that creates jobs, expands the tax base of the City and enhances the success of the City's adopted Economic Development Implementation Strategy (EDIS).

Finally, the strategy will identify specific public funding opportunities that can leverage City resources to create the necessary public/private partnerships to attract targeted re-uses for underutilized buildings in Peoria. The plan will analyze county, state and federal funding opportunities that can be utilized to leverage City resources that have been dedicated to successful implementation of the EDIS.

The FirstStrategic team will provide detailed analysis of the marketplace, under-utilized building stock, needs of modern bioscience manufacturing and higher education, and public/private partnerships. FirstStrategic and PwC have partnered on major initiatives to develop state of the art genomics and health science clusters in Phoenix. PwC is the world's largest professional service organization with unsurpassed expertise in health science consulting and new business start-up. FirstStrategic offers Arizona's most experienced team of strategic planning and government affairs services that have enabled large Arizona organizations to maximize county, state and federal fund opportunities. Together, FirstStrategic and PwC will serve as the strategic quarterbacks of the project.

Velocity Retail Group and their REStoreD division will provide an unequalled understanding of the potential of under-utilized buildings and bring dynamic new ideas about how to successfully re-purpose those buildings. Their experience in large retail and successful commercial real estate in Maricopa County covers more than three decades.

Most importantly, Blue Ocean Manufacturing will provide the critical analysis of the needs of the end user. They have firsthand understanding of the needs of modern manufacturing and how the re-use of underutilized facilities can reinvigorate American manufacturing. Blue Ocean Manufacturing is currently building a biomanufacturing facility in a former warehouse in Worcester, Massachusetts and understands exactly what is necessary to create a successful re-use project.

The ultimate objective of the plan is to provide the City with the strategic detail that is needed to create new modern jobs in biomanufacturing, higher education, research and development, healthcare, data management and a host of other clean industries. These new jobs will be the result of creating targeted industry clusters from new business investments within the City. The expansion of the workforce will generate new sales and property taxes for the City, which is currently experiencing stagnant revenue due in part to underperforming buildings. The most remarkable aspect of the plan is that these new jobs, businesses, and investments will utilize existing buildings that are now vacant or under-utilized, providing the City of Peoria with an economic development win/win scenario. Our goal is to produce an end user at the conclusion of the planning process that will start work on day one.

- **Economic Viability Assessment**

PricewaterhouseCoopers will provide a detailed assessment of the viability of Peoria as an attractive market for targeted industries. The assessment will include analysis of the labor force in the City, as well as the labor force within a manageable commute shed. The assessment will consider the training and educational levels of potential employees that are necessary for the targeted industries of the EDIS. The assessment will also consider other important factors that make Peoria an attractive site for targeted industries to re-purpose existing underutilized facilities.

PwC has the experience and professional support to provide the economic viability analysis quickly and thoroughly. PwC has nearly 2,000 professionals dedicated to the healthcare and higher education industries, offering issue expertise in the full range of academic, healthcare, and research. The firm works with more than 3,000 organizations representing top tier leadership across the health and higher education spectrum.

PwC's industry qualifications are immense in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling. PwC has the advantage of a nationwide perspective on industry best practices, national benchmarks, and cutting-edge trends. Their people have experience with providers, healthcare systems, universities, cutting edge manufacturing, and academic medical systems with extensive experience in strategic planning and implementation.

Blue Ocean Biomanufacturing will be significantly engaged in the economic viability assessment. They will make sure that the customer base is available from Arizona and California, engage in the workforce analysis, review the transportation requirements and review the business climate assessment that is done by PwC. B-OCEAN will be required to participate in the development of all information developed in the assessment, make sure that the right questions are asked during the analysis, and ensure that we maximize the information gathered in this important phase of the process.

The FirstStrategic team will review the economic viability assessment with an eye for the benefits and challenges to the end user and interface with all local authorities on the economic viability assessment.

- **Underutilized Building Re-Purposing Identification and Inventory**

The FirstStrategic team is uniquely qualified to provide the crucial identification and inventory of the buildings targeted by the City of Peoria. Each unique member of the team will play a role in this process. Velocity Retail Group brings extraordinary experience in real estate evaluation, PwC has the worldwide network to understand the scope of potential targeted industries and particular businesses that are potential end users for the facilities, Blue Ocean Biomanufacturing is an actual targeted user who knows exactly what is necessary to move into a facility and begin work, and FirstStrategic has the strategic planning and land use experience to develop the plan to immediately move forward.

Velocity Retail Group and their REStoreD division, working with T.L. Steimel and Associates, Inc. (TLISA), will identify which of the buildings on the City's targeted list are appropriate for targeted industry re-use. They will review each targeted building and provide a detailed analysis of the physical condition, the structural needs of the buildings to make them attractive to potential re-use end users, the costs associated with bringing them into code compliance, and the interest of the property owner to engage in the effort needed to meet that need.

In addition to TLSA, AES Clean Technology will provide specific construction needs review for the B-OCEAN project. AES Clean Technology is the design and construction company providing expertise on the B-OCEAN re-use project in Massachusetts. They understand exactly what it will take to attract B-OCEAN manufacturing to Peoria and will add critical information to the process.

PwC will compile an extensive list of potential end users from their extensive interaction with targeted users worldwide. This list will include the needs of end users such as parking, clean room capacity, exterior hardscapes, transportation compatibility, retail market demand considerations, and other end user needs.

Velocity Retail Group will then match their analysis with PwC's potential targeted industries needs to determine the potential uses for each building. B-OCEAN will review the analysis from an end user perspective to determine if there is real or potential interest for an end user that is in the market to expand operations.

Based on this thorough analysis, FirstStrategic will create a strategic implementation plan for the buildings that meet the identification and inventory criteria of the combined experts. FirstStrategic will work with City staff to review any potential general plan or zoning change requirements and neighborhood compatibility issues such as traffic mitigation or other transportation issues.

It is critical to comprehensively look at all of the potential underutilized buildings to determine which potential uses can be successful. For example, the empty Best Buy retail space may be best matched with a new retail use, while the old Wal-Mart store can be transformed into a biomanufacturing and educational campus. However, it is premature to prejudge the viability of the facilities until the identification and inventory analysis is completed. This analysis is a unique reality check for the City of Peoria that will enable our team to concentrate on the most effective expenditure of resources to attract end users and will focus the project for ultimate success.

Velocity Retail Group has the experience and local hands on expertise to coordinate the identification and inventory aspects of the implementation planning project. Their 35 years of real estate experience and REStoreD's unique focus on big box re-use combined with the global reach of PwC and the review of a potential end user will provide our team with the unique ability to deliver the most complete analysis possible.

- **Identifying Compatible Public Funding Opportunities**

FirstStrategic has the experience and understanding of public/private partnerships to identify and develop a strategy to maximize public resources for the re-use of underutilized facilities. FirstStrategic has worked with local, county, state, and federal officials in directing resources for economic development efforts for the past 10 years. The re-use of underutilized facilities is a fantastic economic development opportunity. By utilizing the extensive analysis developed in the identification and inventory elements of the planning process our team will be able to determine exactly where public resources can be utilized in a public/private partnership.

As part of the overall implementation strategy, FirstStrategic will develop a specific strategy for leveraging public resources for specific re-use opportunities. The firm will determine all available resource sources such as Maricopa County IDA, Arizona Commerce Authority grants, Federal loan and grant pools, and specific congressionally mandated funding opportunities to leverage City of Peoria funding to meet the needs of a public/private partnership. This strategy will enhance the ability to attract an end user that has the need for some gap financing and increase the chances of the success for the project.

FirstStrategic will work with B-OCEAN to review all public/private partnership needs of the end user to make sure that the project can be successful as soon as possible.

- **Re-Use Implementation Strategy**

The FirstStrategic team will develop a dynamic, action-oriented implementation strategy for the re-use of underutilized buildings in the City of Peoria by utilizing the data derived from the economic viability analysis, the building identification and inventory aspects of the project. The strategy will consider the costs associated with bringing the underutilized buildings up to the standards necessary to be viable in the current global marketplace. The strategy will balance the demands of the market with the public resource capacity available to attract end users that will generate jobs, seed new industry clusters and create a sustainable economic development environment in facilities that were formerly boarded up vacant or underutilized relics of past economic development models.

The strategy will take into consideration the economic reality of Peoria's workforce, transportation assets, tax and regulatory environment, proximity to cutting edge research and development in the health science cluster, and the ability to draw manufacturing from California's research base. The strategy will combine the economic assets with the exhaustive assessment of underutilized infrastructure with the public desire to create jobs and expand new economic opportunities.

- **Strategic Immediacy and Sustainability**

The FirstStrategic team strategy will have the unique benefit of review and potential acceptance of an actual end user, Blue Ocean Manufacturing. By having the real time review of a potential end user, the strategy can be utilized immediately upon acceptance by the City Council and positive economic activity can commence seamlessly. In addition, utilizing PwC's global network of contacts, the strategy will list other potential end users for additional projects. The strategy envisions creating a sustainable flow of public resources so that once implemented the first time, the economic benefit to the City can be channeled into the next project, and easily replicated so that new industry clusters can be developed. These industry clusters will attract education, training, research, and development opportunities to the City of Peoria.

The FirstStrategic team strategy will be developed as a dynamic document that can be used continually on multiple re-use projects. By designing the strategy in this fashion, City economic development professionals will be able to add the plan to their toolbox of economic development

assets and not be required to reinvent the wheel on each project. The implementation strategy will give Peoria an advantage over competitor municipalities in the Arizona market as well as nationwide.

2. Firm/Team Experience

The FirstStrategic team has a demonstrated record of success and is uniquely qualified to provide the City of Peoria a dynamic, sustainable strategic implementation plan for:

- Attracting end users to building re-use opportunities
- Evaluating market opportunities for building re-use
- Creating a market-based building re-use strategy
- Assessing building and properties for use

We have already assembled a first class team of experts in economic strategic thinking, large commercial real estate, construction cost analysis, public sector funding participation and most importantly an end user in a targeted industry. This team of experts will develop a strategy that can be replicated throughout the City and can be immediately utilized to create new economic opportunities.

Our team's talent is far-reaching and built to maximize success in Peoria. In addition to B-OCEAN as a potential end user, PwC has a global network of companies, organizations, and professionals that will provide access to a myriad of potential end users. Further combined with the national network of Velocity Retail Group, our team offers access to potential end users ranging from JCPenny's to Johnson & Johnson pharmaceuticals to new potential economically explosive innovations in healthcare and higher education.

- **Attracting End Users**

The FirstStrategic team has the unique ability to realistically determine the re-use possibilities of a variety of buildings in the City of Peoria. By including an end user on our strategic team we can determine the precise requirements necessary to attract a business that can create the synergy to give birth to an industry cluster in the City. Blue Ocean Manufacturing, with their construction partner AES Clean Technology, will be able to review all of the data developed in the planning process and make specific recommendations about the requirements necessary to establish a manufacturing plant in a re-purposed building.

In addition to bringing a prospective end user to the project, the FirstStrategic team will be able to draw on the combined expertise of Velocity Retail Group and PwC's network of contacts to assess additional opportunities for end users of re-purposed buildings. This multi-faceted approach to the project will enable the FirstStrategic team to develop a dynamic strategic implementation plan that the City economic development professionals will be able to use to create sustainable economic opportunities for multiple re-use projects.

Specifically, the FirstStrategic team has direct experience in attracting new uses for the re-use of buildings. In response to this request for proposal, B-OCEAN is an integral member of our team.

B-OCEAN is an end user that is currently planning an expansion in the western United States. They are interested in locating in Peoria because of the close proximity to critical research and development in bio-science in the Phoenix market, as well as the unique geographic relationship the west valley has to California's research and development centers. Peoria is perfectly situated for the company. B-OCEAN will work with the FirstStrategic team on all aspects of the implementation plan.

In addition to B-OCEAN, the FirstStrategic team includes Velocity Retail Group to assist with the planning process. Velocity Retail Group's core team has a broad depth of experience in all facets of commercial real estate. The company provides a full range of brokerage services including redevelopment solutions, leasing, tenant representation, consulting, investment solutions and development to retail tenants and owners throughout the western states.

Velocity Retail Group has experience with the nation's leading retail concepts across all industries - fashion, home improvement, food and drug, automotive, banking, restaurants, and lifestyle. They have been engaged by a myriad of retailers and service providers to guide them through the issues and complexities in the areas of site selection, contract negotiation, research, store optimization, direction and strategy. Some of their current clients include: Lowe's Home Improvement Warehouse, JCPenney, and Hobby Lobby.

The company has also represented many of the leading institutional and private client owners and investors of retail real estate. Some of these current and former clients include: Vestar Development, The Barclay Group, Armstrong Development, De Rito Partners Development, Pacific West Development, Kornwasser Shopping Center Group, SunCor Development Company, Evergreen Development Company, Black Equities Group, Ltd., SKB Management, and CNA Enterprises.

Velocity Retail Group's team members are committed to the City of Peoria's success and have no conflicts that would prevent them from devoting the time and effort necessary for this assignment. The team members were selected because of their big-box background, expertise, and market knowledge. Velocity Retail Group leased more than one million square feet of big-box space in 2009, in an extremely difficult environment where the market experienced negative absorption and in 2010 leased over 500,000 square feet. In 2011 Velocity Retail took part in all of the top five leasing transactions and leased over 750,000 square feet of big box space.

With 253 vacant big box spaces in Phoenix alone, Velocity Retail has been "Rethinking the Box" to find solutions for some of these spaces. To proactively help their clients, in the 2nd quarter of 2012, Velocity launched the **REStoreD** Division which focuses on finding solutions for owners of shopping centers with long-term vacancies and helps tenants find real estate in key locations throughout the western United States. They have created a multi-disciplined approach to find solutions that think beyond the four walls of the box. These solutions require a broader knowledge of the real estate market such as honing in on non-traditional uses, architectural, or entitlements and zoning. Since the inception of the division, **REStoreD** has identified solutions

for owners and tenants such as biotechnology and life sciences, academic uses, self-storage, religious organizations, medical/office uses, data centers, and other service industries.

Following are specific examples over the last three months:

- Kingman, AZ shopping center has closed escrow. The property is 81,000 SF which is currently 100% vacant. We are working with GSA on a requirement for 17,000 SF.
- We are in negotiations with a national retailer to convert a former Best Buy to a climate-controlled secured storage facility in Scottsdale.
- In recent weeks, we have met with Councilmen Gates and Waring regarding neighborhood concerns along 32nd St from Shea to Union Hills. They have asked for our input as to what uses can be solicited that would improve the street. Our recommendations included apartments, higher density for sale housing, data centers, call center, and street scape. We compared the demographics and opportunities to what has developed at 16th St. and Bethany Home Rd. Our proposal is under consideration. The area also has a 150,000 retail store store that Sears owns, but is attempting to sell at SEC 32nd St and Cactus. We are also discussing the opportunity to move Walgreens to a pad at Shea and 32nd St.
- The group has also evaluated the former Target store in Chandler for a buyer. The opportunities associated with this store include data centers, mini storage facilities, and medical related uses. This is confidential at this point. The evaluation also includes pad sales in the existing parking lot to reduce the buyer's basis in the property and to take advantage of a reduced parking demand going forward. The pad sales would include restaurants, medical office building, and fast food. We believe that depending on the uses at least 3-4 pads can be created at a price of \$800,000- \$1 million each.
- **Evaluating Market Opportunities**

The FirstStrategic team brings one of the most sophisticated and extensive teams of professionals in global market research to the City of Peoria. While the implementation strategy will focus on all of the targeted industries in the Peoria EDIS we have a specific emphasis on the health science industry. Health care is a nearly \$3 trillion industry that is growing faster than any other segment of the economy and any dynamic economic development plan should carefully consider bioscience manufacturing and other health care related industries. The FirstStrategic team will utilize the cutting edge market analytical capabilities of PwC for this aspect of the planning process.

PwC is the world's largest professional service organization assisting clients in building value, managing risk, and improving their performance. They provide clients across all industries with a full range of business advisory services. The Firm has 189 offices in the United States and approximately 150,000 professionals world-wide.

PwC has nearly 2,000 professionals dedicated to the healthcare and higher education industries, offering expertise in the full range of academic, healthcare, and research issues. The firm works with more than 3,000 organizations representing top tier leadership across the health and higher education spectrum.

PwC's industry qualifications are immense in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling. They have the advantage of a nationwide perspective on industry leading practices, national benchmarks, and cutting-edge trends. PwC's employees have experience with providers, healthcare systems, universities, and academic medical systems with extensive experience in strategic planning and implementation.

- **Health Industry Practice:** PwC has more than 500 dedicated professionals, drawing upon international expertise with strong representation of clinical and business leaders, including more physicians than any other Big Four organization. PwC's industry qualifications are immense in the fields of strategic and facility planning, clinical and operations assessments and financial studies. In addition, PwC is significantly experienced in addressing the integration of competing agendas facing major health care systems today. They have the advantage of a nationwide perspective of industry best practices, national benchmarks, and cutting-edge trends.
- **Health Sciences Practice:** PwC has built its Health Sciences Practice to serve the academic, research, and clinical elements of healthcare with specific focus and deep expertise in the field of research administration and biomedical research management. PwC has developed a synergy that allows its clients to offer tomorrow's medicines today. PwC partners and health sciences leaders maintain ongoing dialogues on research, healthcare, and related strategic initiatives with the leadership of the NIH, Mayo Clinic, and Georgetown University. The practice has cultivated strong links to the Pharma, biotech, medical device, and healthcare consumer products industries. These connections and the support they can provide will be critical to evaluating the economic marketplace for Peoria.

PwC has assisted many clients with the challenges of operating in an ever-changing, tumultuous environment. They have helped clients address critical issues such as recovery from financial crisis, transition to new organizational structures, and implementation of industry-leading fiscal and operating models.

- **Creating a Market Based Building Re-use Strategy**

Creating a market based building re-use strategy will require the combined skills of the FirstStrategic team. We will rely on the specific experience of the Velocity Retail Group to provide the assessment of the buildings and the market research of the possibility of traditional users being able to re-use the buildings. We will utilize the market demand analysis of PwC to fulfill the important economic drivers of the strategy as well as PwC's global network of relationships with budding new health care

technology company to understand non-traditional market opportunities. FirstStrategic will provide the strategic planning development which will employ their years of experience in developing dynamic strategic plans to reach the successful result the City is expecting.

PwC and FirstStrategic teamed up to help create the Translational Genomics Research Institute (TGen) located in downtown Phoenix exactly 10 years ago. The team's strategic planning expertise helped establish a bioscience industry cluster in Arizona that is spinning off economic development opportunities today. By working together and combining PwC's outstanding depth of understanding of the needs of the industry and FirstStrategic's local knowledge of the potential challenges that lie ahead, the team was able to establish TGen as a world class research institute that has had hundreds of millions of dollars in economic impact for Arizona and is widely regarded as one of the most successful bioscience startups in history.

Similar to the strategic planning work that went into the creation of TGen, this strategic implementation plan will serve as a dynamic sustainable resource. It is critically important that the plan be flexible enough to be utilized for multiple projects with the focus on creating targeted industry clusters. FirstStrategic working with PwC and B-OCEAN will provide the City with a superior planning product that will not just sit on the shelf but be used for years to come.

FirstStrategic is comprised of public affairs professionals whose combined experience in public and private sector government relations and public policy development totals more than 100 years. The team of professionals that make up FirstStrategic have continuously worked in government and the private sector managing complex strategic communications, economic development efforts, government relations, community outreach and public relations campaigns at every level. FirstStrategic has unique experience in strategic planning and working on public funding for public/private partnerships. Some of these partnerships include: Translational Genomics Research Institute (TGen), Northern Arizona University, and Phoenix Children's Hospital (PCH).

FirstStrategic has represented TGen since its inception. The client partnership has yielded over \$50 million in federal and state funding, including an appropriation from the Department of Homeland Security, Department of Defense, Department of Justice, and other governmental and private sector entities.

The firm represents NAU at the federal level, assisting the institution with the acquisition of funding for a multitude of educational initiatives and programs. In the past few years, FirstStrategic helped secure millions of dollars for the establishment of TGen North, a research facility that focus on diagnostic, analytic, forensic and epidemiologic research related to pathogens important to medicine, public health and biodefense. The development of the center was one of the largest economic development successes in Flagstaff during the past decade. The center was made possible by NAU's partnership with TGen, and many of its facilities are located on the university's campus.

FirstStrategic has helped PCH acquire federal funding and developed a strategic approach to maximize Medicaid dollars. Since FY2008, FirstStrategic has assisted PCH with the acquisition of

over \$24 million dollars in federal funding for medical equipment, such as a CT Scanner and construction of a central energy plant for a new patient tower. The growth of PCH has added hundreds of healthcare jobs in the Phoenix metropolitan area.

The partners at FirstStrategic have a long history of service to numerous organizations, councils and boards. They have significant experience with organizations that will be important assets in the planning process. The following are a few examples of appointments and community involvement: Commissioner for the Commerce and Economic Development Commission - State of Arizona, Past Chair of the City of Phoenix Planning and Zoning Commission, Former Member of the Arizona Board of Regents, Past Chairman of the Board for the Arizona Chamber of Commerce.

FirstStrategic and the FirstStrategic team assembled for this project has the necessary experience, knowledge and ability to fulfill the entirety of the scope of work for the City of Peoria.

- **Assessing Building Re-use Opportunities**

The FirstStrategic team has the unique ability to realistically determine the re-use possibilities of a variety of buildings in the City of Peoria. By including an end user on our strategic team we can determine the precise requirements necessary to attract a business that can create the synergy to birth an industry cluster in the City. Blue Ocean Manufacturing, with their construction partner AES Cleanrooms, will be able to review all of the data developed in the planning process and make specific recommendations about the requirements necessary to establish a manufacturing plant in a repurposed building.

Blue Ocean Biomanufacturing is a perfect end user for the City of Peoria, and will allow Peoria to build a sustainable model for assessing buildings for re-use opportunities. They are currently exploring the potential of expanding operations to utilize quickly advancing technology. Breakthrough modular, single use, disposable technologies for producing biologics and nanotherapeutics offers a paradigm shift in biotherapeutic manufacturing. The industry is rapidly moving away from inflexible, stainless steel facilities to flexible, disposable manufacturing platforms, lowering the bar to accessing manufacturing capacity. This paradigm shift has opened the opportunity for more localized manufacturing in regions of the world where biopharmaceutical manufacturing was a distant dream. More than 60% of all new drugs will be biologics or nanotherapeutics. At the same time, 70% of the multi-billion dollar biological drugs like Avastin, Erubitux, EPO, and others are coming off patent in the US, Europe and other major geographic areas, creating a multi-billion dollar industry in biosimilars, (the biological equivalent to generic pharmaceuticals) and opening opportunities for many innovative entrepreneurial companies to establish a new industry cluster.

B-OCEAN understands choosing the right manufacturing partner is key to its future success as it enables the release of valuable resources (staff and capital) to concentrate on core activities and focus on business development, with reductions in time-to-market, regulatory oversight, and overall product cost. Rather than approach the transactions between the parties as a simple link in the product or service supply chain, as is the case with traditional Contract Manufacturing Organization (CMO), B-

OCEAN forms a closer relationship as a Strategic Manufacturing Partner (SMP) to work with clients from first batch to product sunset as their dedicated manufacturing resource in which both parties mutually participate in product development, manufacturing, regulatory support, and/or other business functions. By understanding B-OCEAN's needs in repurposing properties, Peoria will gain valuable insight in order to assess and attract additional health and biomanufacturing end users.

B-OCEAN's partner, AES Clean Technology, Inc., is the leader in turnkey design, manufacturing, construction, and commissioning of cleanroom facilities for life sciences companies. Their experience and insight will provide additional expertise in building assessment for re-use opportunities.

AES has been delivering successful projects for over 26 years by leveraging in-house cleanroom engineering expertise with proven construction execution strategies. The net results are precise facilities, executed safely and on-time, that allow clients to focus on their core business of developing life-changing medicine.

AES specializes in the use of modular cleanroom technology because it delivers more speed, cleanliness, quality, and repeatable performance to each project. Predictable results for finishes, cost, and schedule minimize risk and add value to every dollar of a client's investment.

In addition to the expertise that B-OCEAN and AES bring to the planning process, Velocity Retail Group and TLSA will also be assisting with the building assessment. Velocity Retail Group and TLSA will combine their expertise to review possible re-use opportunities for buildings that may not be suited for B-OCEAN. They will make the assessment based on the economic market analysis, physical conditions review, and other factors identified in the inventory review phase of the project.

As described earlier, Velocity Retail Group has more than 35 years of experience with a special emphasis on big box re-use. TLSA will also be assisting in the project and provides the team with extraordinary experience in construction oversight and review.

T.L. Steimel and Associates, Inc. (TLSA) was established to fulfill a market requirement of selected Corporations and Development Firms, which as a result of down-sizing and/or lack of in house design and construction expertise, needed assistance in making wise and cost effective procurement decisions for design and construction services to meet their requirements for new facilities, expansion to existing facilities, and the growing demand for office, warehouse and industrial space, health care facilities, hospitality and high end senior housing and life care facilities.

USAA Insurance and their real estate affiliate, USAA Realco turned to TLSA when they made the move to Arizona and looked to TLSA to assist in the design and construction of their initial Western Operation Center and eventually their development of the Phoenix Norterra Campus. TLSA continues their support of USAA Realco in the development of Skysong, the ASU Scottsdale Innovation Center in Scottsdale, Arizona and the new Fountainhead Office Plaza, home of University of Phoenix being developed in Tempe.



General Instruments turned to TLSA when they needed a new Southwestern Regional Headquarters and Plant designed and constructed in Sonora, Mexico. The 450,000 square foot facility represents a state of the art Regional Corporate Headquarters and Manufacturing facility for the production and distribution of electronic components shipped worldwide.

- Chandler Preparatory Academy is a Great Hearts Academy with a 410 student population in grades 6 through 12. Looking to relocate the campus and add kindergarten through 5th grade, Chandler Prep selected TLSA to complete due diligence on a proposed site of the former super market, turned data center at Warner Road and Alma School Road in Chandler. The site had an existing 104,237 square foot building which was remodeled for classrooms and administration space including a gymnasium and small auditorium. Additionally, the site was reworked to include a new football field and elementary school playground. As part of the due diligence, they managed the Conditional Use Permit process, participating in design, prepared the Request for Proposal for CM AtRisk (CMAR) services, reviewed building inspection reports, provided oversight during construction and managed development budget, draws, and schedule. Chandler Preparatory Academy opened in August of 2010.
- United States Postal Service Priority Mail Processing Center is a 355,394 square foot warehouse, which formerly housed cotton bails. It was re-positioned by re-designing the site and interiors by a design build team and converted into a United States Postal Service Priority Mail processing center in six months. The tenant improvement was valued at over \$13 million dollars and construction was completed in 120 calendar days from issuance of appropriate permits by the City of Phoenix. The facility includes 346,712 square feet of processing and central plant area, 5,136 square feet of front office support, and 3,546 square feet for employee break rooms and lobby.
- Timken Aerospace is approximately 87,478 square foot, single story, 24 foot clear height facility originally marketed as light industrial and warehouse shell space featured concrete tilt wall construction with composite steel joist with panelized wood roof system on a 247,454 square foot (5.68 acre) site. Due to site constraints and need for additional onsite employee parking, the onsite drainage is retained in 380 lineal feet of 8 foot diameter drainage piping and discharged via a series of drywells. Special build out included considerations for isolation pads for high tech testing and servicing equipment as well as part cleaning and hazardous waste disposal, separation and neutralization tanks and back-up and emergency power upgrades. Located at 3130 North Oakland Road in Mesa this project was completed in August of 2006.

Team Member Backgrounds

Blue Ocean Biomanufacturing

- **Michael (Mike) Masterson MS, MBA** is the Executive Chairman & co-founder of B-OCEAN. He is a highly accomplished engineer, business executive, entrepreneur, and investor with multi-

decade experience in commercializing sustainable healthcare technologies and deep expertise in building healthcare businesses as the founder and CEO of multiple healthcare-related companies. Mr. Masterson is also the former CEO of Xcellerex where he was instrumental in transitioning the company from an early-stage startup to a commercial-track enterprise by raising over \$30M in investment capital. He has compelling venture investment experience, with an extensive network within the financial, academic and healthcare industries. He has raised over \$100M in investment capital from leading venture firms in the U.S. and has created over \$500M in commercial value from these investments. Both the University of Colorado and the University of Massachusetts have recognized Mr. Masterson for his prolific career as a technology entrepreneur. He has a joint appointment as an “Entrepreneur in Residence” at the Isenberg School of Business and the School of Engineering at the University of Massachusetts Amherst and is a Trustee at the Wentworth Institute of Technology in Boston. He earned chemical engineering degrees (BS and MS) from the University of Massachusetts and the University of Colorado and is a graduate of the Owners-President Management program at the Harvard Business School.

- **Timothy P. Coleman Ph.D., MBA** is the CEO and co-founder of B-OCEAN. Dr. Coleman has been in the industry for 15 years, is the CEO of Nemucore Medical Innovations, Inc. and was recently the leader of the Biomedical Strategy Group in PricewaterhouseCoopers. Prior to joining PwC, Dr. Coleman was president, CEO and co-founder of BioCache Pharmaceuticals, Inc., a Richmond, Virginia based biopharmaceutical company primarily engaged in the research and development of cancer vaccines. There, he was a National Cancer Institute funded principal investigator studying the interaction of cancer vaccines with Toll-Like Receptors (TLRs) to induce a clinically relevant immune response. Additionally, he successfully led the firm’s growth through early stage funding, strategic expansion and eventual establishment of a non-founding executive leadership team.
- **David Williams MS** is the President of B-OCEAN. Prior to joining B-OCEAN, Dave was the sole proprietor of TS Consulting LLC, a company specializing in CMC consulting operations in the large and small molecule markets. TS Consulting was formed in 1992 to support part-time consultation to the newly expanding CMO market and start-up companies. Previous to running TS, he was Senior Vice President of Operations for Chlorogen, Inc., in St. Louis, MO. He joined Chlorogen in June of 2003 from CropTech Corporation in Blacksburg, Virginia, where he served as Chief Technology Officer and Sr. VP of Operations. Mr. Williams also served with Monsanto Company as Vice President of Operations for the Integrated Protein Technologies (IPT) business unit; Cephalon, Inc., as Director of Operations; founding partner and VP of Operations for Bio Science Contract Production Corporation (which became Cambrex Bio Science); and North American Vaccine as Director of Manufacturing for pediatric vaccines. He has over 25 years of experience in cGMP large and small molecule manufacturing operations, process development /scale-up, facility design and construction, state and local incentive development programs, and R&D. He has also performed consultation work for the U. S. Department of State and the United Nations as UNSCOM Deputy Chief Inspector for the United Nations biological weapons inspection program in Iraq. He holds a M.S. degree in Industrial Microbiology/Biochemistry, and

completed Ph.D. requirements, all but dissertation, in Microbiology/Biochemistry from the University of Oklahoma.

- **Nicole Stephenson MS, MBA** is the Vice-President of Business Operations & Secretary of the Board of Directors of B-OCEAN. Mrs. Stephenson coordinates the interaction of the financial and operational aspects of B-OCEAN. Previously Nicole worked at PricewaterhouseCoopers LLP as a Senior Associate from 2006-2011 as a member of the PwC's Health Industries Advisory Services Biomedical Strategy Group. At PwC she specialized in identifying clinical trial operational efficiencies and regulatory compliance issues associated with clinical research in the life sciences, pharma or academic medical center space. Nicole has worked in the research setting at several top biopharmaceutical companies in Cambridge, the Massachusetts General Hospital and Florida State University. She holds a Master of Science in Biological Science from Florida State University as well as a Master of Business Administration from Boston University.
- **William G. Hendren, M.D., M.B.A., F.A.C.S** is an advisor to B-OCEAN. He is a highly accomplished former cardiothoracic surgeon and is the founder and CEO of The Innovative Health and Technology Group, LLC (TIHTG). TIHTG seeks to commercialize innovative, high value, strategic opportunities that have compelling potential for economic sustainability and commercial returns in emerging markets, and in the United States. TIHTG is building a progressive portfolio of such opportunities over a defined time frame. Relevant to this proposal, Dr. Hendren is leading a \$100M project in the Middle East to establish the first biomanufacturing facility in this region of the world. Dr. Hendren has a very high level and extensive global network of leaders in healthcare, business and financing, academia and decision makers in governments. Additionally, he has published extensively and presented on clinical, scientific, and business topics. A graduate of Dartmouth College (AB, summa cum laude), Harvard Medical School (MD), and The University of Southern California, (MBA, highest honors), Dr. Hendren is a fellow of the American College of Surgeons and member of multiple Societies.

AES Project Team

- **R. Grant Merrill (Director of Project Development)** will serve as the pre-construction project leader responsible for overall project planning, scope development, and cost analysis. Mr. Merrill has over seventeen years of experience with critical environments. His expertise in mechanical and architectural systems integration delivers the proper design of cleanroom facilities that guarantee performance. Mr. Merrill is a member of ISPE and ASHRAE. His speaking engagements have included the *Cleanrooms* Educational Conferences, Interphex, ISPE Delaware Valley, ISPE New Jersey, the Williamsburg Bioprocessing Foundation Conferences, and Biotechnology Industry Organization Conferences.
- **Robert G. Satterfield (Executive Vice President / Partner)** will serve as the engineering leader responsible for the development of the project's design details and ultimately for construction documents that lead to permit acquisition. Mr. Satterfield provides supervision and technical guidance on all projects, to include architectural, mechanical and electrical disciplines. He has

personally designed or directly supervised over 1,000 projects, comprising more than 2,000,000 square feet of validated cleanroom space.

- **Michael J. Bones (Vice President of Construction)** will serve as the construction and commissioning team leader. During the pre-construction phase, Mr. Bones will assist with execution planning and development of project schedules. When the project comes to life in the field, Mr. Bones will lead a team of project professionals to construct and commission the facility. As the Vice President of Construction, Mr. Bones is responsible for schedule and budget on every project executed by AES Clean Technology. He ensures that each project is built and commissioned according to AES' strict SOP's and Quality Assurance Plans.

PricewaterhouseCoopers, LLC

- **Gerry McDougall** is Partner in Charge of PricewaterhouseCoopers Health Sciences Practice, serving academic and research organizations across the healthcare continuum. Gerry joined the firm in 1988. He is responsible for leadership of the broad range of basic, translational and clinical research strategic and business planning services that PwC provides to academic and research organizations, specializing in development of synergistic partnerships and creation of new research ventures. Gerry serves as Partner on large engagements involving senior-level clients and interacts with the institution's Board, financial leaders and political stakeholders. Gerry's clients have included many of the top 50 Academic Medical Centers, major research universities and health systems, biotech organizations and pharmaceutical/device companies. Over the last decade of Gerry's leadership of the Health Sciences practice, clients have included CEO's, Presidents, Boards of Directors, prominent scientific leadership including Nobel Laureates, National Academy members, Lasker Award recipients, leaders of patient advocacy groups, heads of R&D, Chief Scientific Officers, CMO's, the federal government and governors of several states. Under Gerry's leadership his teams over the past 5 years have been instrumental in securing billions of dollars for biomedical research.

The Velocity Retail Group Team

- **Dave Cheatham** is an accomplished authority on retail real estate in the disciplines of brokerage, project leasing, development, consulting and advisory services. He is a senior advisor to merchants, entrepreneurs, investors and senior retail executives throughout the industry. He has helped shape the corporate real estate policy of many of the nation's household-name retail brands. His extensive client list includes leading brands like JCPenney, Target, JP Morgan Chase, Total Wine & More, Gap, Old Navy, Banana Republic, CVS Pharmacy as well as gazelle high-growth companies preparing for a significant private-equity placement event or initial public offering. With more than 27 years of experience, his sphere of work has endured multiple growth cycles and several severe declines. Dave has transacted more than \$2.4 billion of retail transactions and has been the mainstay for leading negotiation techniques to provide strategy for the corporate real estate groups at nationally-recognized retailers. Over the years, Dave has focused on tenant representation, and has managed high-speed rollouts for a broad variety of retailers and restaurants. In addition to overseeing the activities within the office, Dave is the co-leader of the **REStoreD** Division, while providing leadership, strategic vision, and a broad range

of relationships to the organization. His experience in managing all facets within the retail real estate industry is utilized with every assignment.

- **Mike Fitz-Gerald** is a seasoned and accomplished commercial real estate professional, bringing over thirty-five years' experience to the benefit of Velocity Retail's clients. Being adept in the transaction process as well as the management side of our business gives Mike a unique advantage when working with our clients. By maximizing the value of assets and creatively bringing solutions to fruition Mike is able to utilize his broad experience to every transaction. As the co-leader of Velocity Retail's **ReStoreD** Division, Mike's ability to coordinate resources at every level, whether its government, academic, public or private is a cornerstone to his success in this arena. For nearly three decades, Mike held executive leadership positions at three of Arizona's dominant commercial real estate firms, including roles as the Senior Executive Managing Director for Southern California for CBRE, Arizona Managing Director at CBRE, with results leading to increased revenue of over 400%. He is well-versed in creating operating and market segments models that bring success. He was also the Managing Director for Phoenix Colliers International and President of NAI Horizon. He has 35 years of experience in nearly every aspect of the business. He originally began his sales career as a leasing agent for Community Development in retail in 1977, and an industrial specialist with CBRE in 1978. Mike is a member of Urban Land Institute (ULI), and was the former NAIOP National Board of Directors, Arizona Mexico Commission, and Valley Leadership Class VIII, ARIZONA Town Hall Board of Directors.
- **Darren Pitts** is a widely recognized and respected expert in the retail real estate industry. With more than 17 years of experience as an award winning, elite performer and Senior Vice President at both CB Richard Ellis and Staubach Retail, he has streamlined his multi-market knowledge across the West, primarily focusing on big-box clients like Lowe's Home Improvement Warehouse, JCPenney, Lifetime Fitness, and others. Darren was instrumental in leading and executing a 60 store rollout of CVS as well as implementing an expansion program of more than 30 branches with JP Morgan Chase. He is particularly known for his ability to identify invisible real estate and accelerate a client's speed to market. Pitts has an unparalleled ability to create market plans, leverage relationships, and lead successful negotiations. Because of his experience with leading big-box retailers, Darren has developed an ability to get things done. He has an exemplary track record of performance and provides vision, strategy, and execution for his retail clients. Darren is a specialist in high-speed market strategy, giving clients rapid market penetration in multi-market rollouts.
- **Patrick Sauer** is Senior Vice President of Development and Director of Acquisitions for Development, a Velocity Retail Group company. The company focuses on build-to-suit, buy-to-suit, and retrofitting buildings for users across the United States. As a former executive of Cypress Equities, (a Staubach Retail company) Pat was primarily focused on large shopping center development in the West and had 18 years of experience in the retail brokerage and development arena. Pat has significant experience in sourcing and structuring large and small build to suit projects, multi-store rollouts, and Power Center developments with national retail

anchors. He had previously run development for US Restaurant Properties, Inc., a Dallas-based NYSE REIT (now GE Capital), where he was the Vice President and Director of Development managing \$80 million a year of build-to-suit projects primarily in the fast food and service station categories. He was also with Mobil Oil Corporation for almost a decade where he specialized in new store development projects across the United States.

FirstStrategic

- **Kurt Davis** is a founding partner in the firm FirstStrategic. Davis leads the firm's strategic public policy development for non-profit clients and rural Arizona issues. Prior to forming FirstStrategic, Davis served as the Vice President of Public Affairs & Marketing at Northern Arizona University. Davis currently serves as a Commissioner for the Arizona Department of Game and Fish, as a Board Member on the Great Hearts Academies, the Arizona Chamber of Commerce and ASU's Ramsey Executive Program for Public Policy.
- **Wes Gullett** is a founding partner in the firm FirstStrategic. He leads the firm's strategic planning projects and representing businesses engaged in public policy efforts. He has directed and worked on numerous public policy projects at FirstStrategic, including successful efforts passing Propositions 203 and 100. Gullett served as the past Chairman of the City of Phoenix Planning and Zoning Commission.
- **Steve Roman** is a founding partner in the firm FirstStrategic. Roman leads the firm's marketing and public relations lines of business and also focuses on public policy issues affecting the corporate community. Roman currently serves as a Commissioner for the Commerce and Economic Development Commission - State of Arizona and is the past Chairman of the Board for the Arizona Chamber of Commerce.
- In addition, the partners of FirstStrategic include: Marcus Dell'Artino, Barry Dill, and Bettina Nava.

3. Cost Considerations

A project of this magnitude completed in such a short period of time is difficult to breakdown by hours. It will require the time and effort of a multi-faceted team working simultaneously. The billing for members of the team varies dramatically and the flow chart for each person doing each job would be impossible to follow. In an effort to comply with the request for proposal, the team members will be billed at an average number of \$200 per hour. The number of hours necessary will be estimated per organization within the team and the total for each task will be listed along with timing milestones.

Economic Viability Assessment

- Day 1 to 30
 - PwC will provide an estimated 130 hours.
 - B-OCEAN will provide an estimated 80 hours.
 - FirstStrategic will provide an estimated 30 hours.
- Day 30 to 60
 - PwC will provide an estimated 70 hours.

- B-OCEAN will provide an estimated 50 hours.
- FirstStrategic will provide an estimated 15 hours.

The Economic Viability Assessment should be completed in 60 days.

Building Re-purposing Identification and Inventory

- Day 1 to 30
 - PwC will provide an estimated 30 hours.
 - B-OCEAN will provide an estimated 60 hours.
 - FirstStrategic will provide an estimated 45 hours.
 - Velocity Retail Group/TLSA will provide an estimated 100 hours.
 - AES will provide an estimated 25 hours.

- Day 30 to 60
 - PwC will provide an estimated 60 hours.
 - B-OCEAN will provide an estimated 100 hours.
 - FirstStrategic will provide an estimated 35 hours.
 - Velocity Retail Group/TLSA will provide an estimated 80 hours.
 - AES will provide an estimated 50 hours.

- Day 60 to Day 90
 - PwC will provide an estimated 10 hours.
 - B-OCEAN will provide an estimated 75 hours.
 - FirstStrategic will provide an estimated 35 hours.
 - Velocity Retail Group/TLSA will provide an estimated 50 hours.
 - AES will provide an estimated 50 hours.

The Building Re-purposing Identification and Inventory should be completed in 90 days.

Identify Compatible Public Financing Opportunities

- Day 1 to Day 30
 - FirstStrategic will provide an estimated 45 hours.
 - B-OCEAN will provide an estimated 30 hours.

- Day 30 to Day 60
 - FirstStrategic will provide an estimated 45 hours.
 - B-OCEAN will provide an estimated 30 hours.

The Public Financing portion of the plan should be completed in 60 days.

Re-use Strategy Development

- Day 60 to 90
 - PwC will provide an estimated 30 hours.
 - B-OCEAN will provide an estimated 50 hours.

- FirstStrategic will provide an estimated 50 hours.
- Velocity Retail Group/TLSA will provide an estimated 10 hours.

- Day 90 to 120
 - PwC will provide an estimated 20 hours.
 - B-OCEAN will provide an estimated 50 hours.
 - FirstStrategic will provide an estimated 50 hours.
 - Velocity Retail Group/TLSA will provide an estimated 10 hours.

The Building Re-use Implementation strategy will be completed and delivered in 120 days.

The overall project will provide an estimated 1600 hours billed at an average of \$200 per hour for a total cost of \$320,000.

4. Nature of Engagement

Our proposal entails a review of all buildings in Exhibit A in the request for proposal.

Conclusion

FirstStrategic has put together an outstanding team of professionals to develop a dynamic sustainable building re-use strategic implementation plan. The team consists of a potential end user involved in cutting edge manufacturing technology that has the potential to spark the creation of a bioscience manufacturing industry cluster that will put Peoria on the Health Science map. The team also has the ability to thoroughly analyze a long list of underutilized buildings and develop a strategy to repurpose facilities that will create economic vibrancy in place of underperforming burdens on the community.

Our team consists of a world class consulting company, a nationally known real estate company, a cutting edge manufacturing company and Arizona's leading public affairs and strategy team. The opportunity for the City of Peoria is astounding. We look forward to the interview process and hopefully developing this critical strategy that will provide the City with tools that will put them at the front of the economic development pack.

FIRST STRATEGIC



Communications & Public Affairs

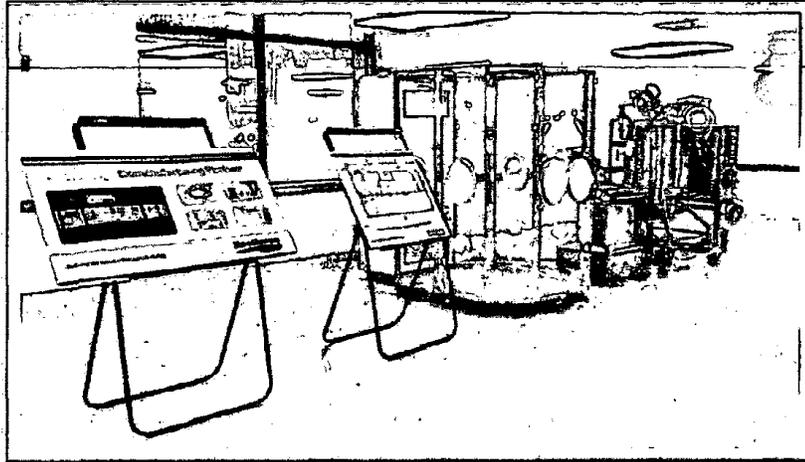
GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

**City of
Peoria**

**Solicitation
Number:**

P12-0082

Building Re-Use Strategic Implementation Plan



Building Re-Use Strategic Implementation Plan

The FirstStrategic Team

- **FirstStrategic Communications & Public Affairs** has partnered with **PricewaterhouseCoopers, Blue Ocean Biomanufacturing** and **Velocity Retail Group** to develop unique strategic implementation plan for the sustainable re-uses of underutilized, existing buildings within the City of Peoria.

- This **implementation strategy will** assess existing buildings in the City, develop new approaches to re-purpose those buildings, ascertain the viability of utilizing those buildings for targeted uses by the City, and create an aggressive marketing plan to **immediately engage an end user for the buildings.**

- Working together our team can supply the City of Peoria with a strategic implementation plan **within 120 days** and deliver a blueprint of how to begin creating new jobs and tax revenues immediately.

FirstStrategic

- **FirstStrategic** is comprised of public affairs professionals whose **combined experience** in public and private sector government relations and public policy development totals **more than 100 years**.
- The team of professionals that make up **FirstStrategic** have continuously worked in government and the private sector managing complex strategic communications, economic development efforts, government relations, community outreach and public relations campaigns at every level.
- **FirstStrategic** has unique experience in strategic planning and working on public funding for public/private partnerships. Some of these partnerships include: Translational Genomics Research Institute (**TGen**), Northern Arizona University (**NAU**), and Phoenix Children's Hospital (**PCH**).

PricewaterhouseCoopers (PwC)

- **PwC is the world's largest professional service organization** assisting clients in building value, managing risk, and improving their performance.
- **PwC's industry qualifications are immense** in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling.
- **Health Industry Practice** has more than 500 dedicated professionals, drawing upon international expertise with strong representation of clinical and business leaders.
- **Health Sciences Practice** serves the academic, research, and clinical elements of healthcare with specific focus and deep expertise in the field of research administration and biomedical research management.
- **PwC partners and health sciences leaders** maintain ongoing dialogues on research, healthcare, and related strategic initiatives with the leadership of the NIH, Mayo Clinic, and Georgetown University.
- **The practice has cultivated strong links to the Pharma**, biotech, medical device, and healthcare consumer products industries. These connections and the support they can provide will be critical to evaluating the economic marketplace for Peoria.

PricewaterhouseCoopers (PwC):
In-depth news article detailing PwC's work with Luxembourg,
partnering them with TGen to bring an integrated Biobank Center to Luxembourg



PwC was engaged by the government of Luxembourg to assist them in diversifying their economy into the biosciences. Partner Gerry McDougall was interviewed by the news agency about PwC's leadership of this initiative - Highlights include:

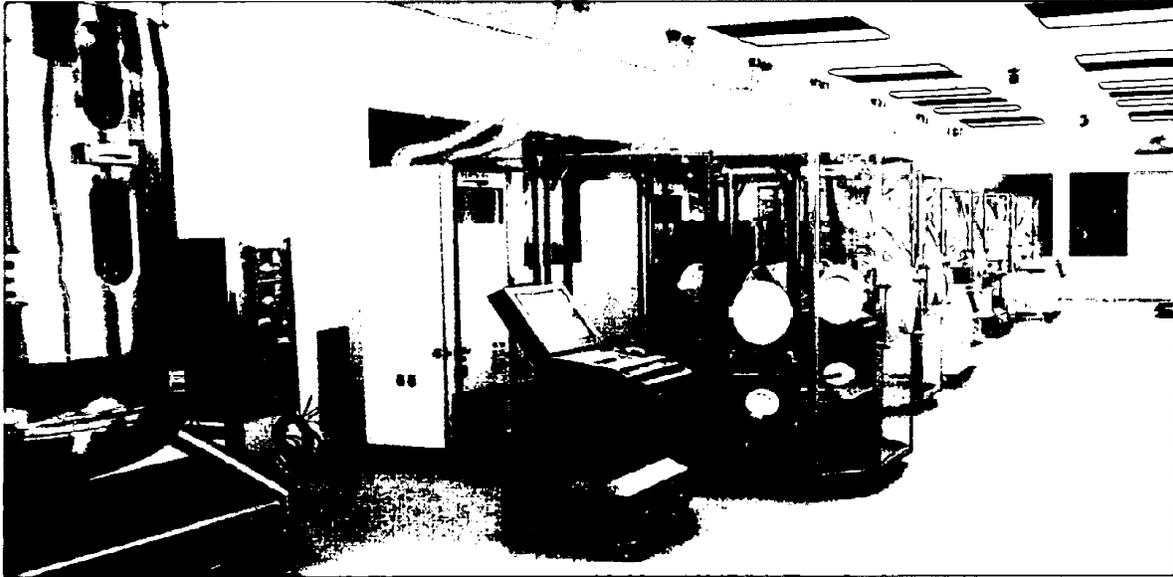
- PwC became involved through a series of discussions in creating strategic partnerships with TGen and other leading US Institutions in the biosciences. TGen has served as the spark that has catalyzed Arizona's life sciences effort over roughly the past decade and was used as the case study by the Government of Luxembourg in developing their conceptual model for a bio economy.
- Luxembourg will complement what has been done in Europe by focusing initially on molecular diagnostics, and becoming a center of excellence around molecular diagnostics, in order to enable the early detection of diseases. Their aim is to not compete in established areas already, but to create a niche where they can take advantage of their geographic location.
- PwC's goal with Luxembourg was to deliver knowledge transfer over the next three to five years, so that Luxembourg has the world-class sophistication to do the research — proteomics and systems biology. PwC helped facilitate the training of Luxembourg scientists in the US and then re-establish themselves back in Luxembourg once the infrastructure is in place.
- Luxembourg aimed to develop its center of excellence for bioscience by establishing a trans-Atlantic series of collaborations with three US-based institutions: The Partnership for Personalized Medicine, the Institute for Systems Biology, and TGen.
- PwC was the initial facilitator of these partnerships which drove over \$250 million into these US research organizations, and developed the plans for each of the new ventures.

Blue Ocean Biomanufacturing & AES Clean Technology

- **Blue Ocean Biomanufacturing** is exploring expanding operations in the Western U.S. to utilize quickly advancing technology. Utilizing breakthrough modular, single use, disposable technologies offers a paradigm shift in biotherapeutic manufacturing.
- **Blue Ocean** was developed to be the manufacturing partner on significant scientific breakthroughs. The partnership enables bioscience researchers the ability to release of valuable resources (staff and capital) to concentrate on their core activities. The manufacturing partnership reduces time-to-market, regulatory duplication, and overall product cost.
- **Blue Ocean works** with clients from first batch to product sunset as their dedicated manufacturing resource in which both parties mutually participate in product development, manufacturing, regulatory support, and/or other business functions. By understanding B-OCEAN's needs in repurposing properties, Peoria will gain valuable insight in order to assess and attract additional health and biomanufacturing end users.
- **AES Clean Technology, Inc. is the leader** in turnkey design, manufacturing, construction, and commissioning of cleanroom facilities for life sciences companies.
- **AES has been delivering successful projects for over 26** years by leveraging in-house cleanroom engineering expertise with proven construction strategies that result in precise facilities, executed safely and on-time, that allow clients to focus on their core business of developing life-changing medicine.
- **AES specializes** in the use of modular cleanroom technology because it delivers more speed, cleanliness, quality, and repeatable performance to each project and add value to every dollar of a client's investment.

Blue Ocean Biomanufacturing: Creating The Manufacturing “Street”

- Compartmentalization allows the entire upstream/downstream operation to be co-located in a simplified single-suite facility with achieved routine HVAC and utilities requirements.



Velocity Retail Group & T.L. Steimel and Associates

- **Velocity Retail Group has experience** with the nation's leading retail concepts across all industries - fashion, home improvement, food and drug, automotive, banking, restaurants, and lifestyle. They have been engaged by a myriad of retailers and service providers to guide them through the issues and complexities in the areas of site selection, contract negotiation, research, store optimization, direction and strategy. **Velocity Retail Group leased more than one million square feet of big-box space** in an extremely difficult environment.

- **Velocity Retail** recognized that retailers were impacted by Internet and mobile technology and have decided to downsize their traditional store sizes. This downsizing has created a need to find alternative uses for many older big boxes. To meet this market demand, Velocity created a new division **REstoreD to bring alternative uses to the vacant retail big boxes. Velocity is "Rethinking the Box".**

- **T.L. Steimel and Associates** was established to fulfill a market requirement of selected Corporations and Development Firms, which as a result of down-sizing and/or lack of in house design and construction expertise, needed assistance in making wise and cost effective procurement decisions for design and construction services to meet their requirements for new facilities, expansion to existing facilities, and the growing demand for office, warehouse and industrial space, health care facilities, hospitality and high end senior housing and life care facilities.

Overview

1. **Building Assessment**

Our strategic approach to the project is bifurcated. We are bringing an end user to the City of Peoria. Blue Ocean Biomanufacturing is looking for a location to develop a western U.S. presence. We will first determine which building or buildings is most suitable for the end user. We will then determine the viability of the other buildings.

2. **Market Viability**

Our team will provide a detailed analysis of the marketplace that will determine if the City of Peoria is a market that can sustain our end user. Additionally, we will determine what other industries are economically viable in the Peoria market that will enhance the City's adopted Economic Development Implementation Strategy (EDIS).

3. **End Users**

Our team includes an end user that is already interested in locating a state of the art biomanufacturing facility in Peoria. In addition to Blue Ocean Biomanufacturing, we will be developing an extensive list of potential end users based on the experience of PwC and Velocity Retail Group's experience in business expansion and repurposing underutilized facilities.

4. **Work Process Flow Chart**

Our team will work in four phases:

- Underutilized Building Re-Purposing Identification and Inventory
- Economic Viability Assessment
- Identifying Compatible Public Funding Opportunities
- Re-Use Implementation Strategy

1.) Building Assessment

- Our initial analysis will focus on which building will work best for Blue Ocean Biomanufacturing, AES Clean Technology will provide specific construction needs review for the B-OCEAN project. AES Clean Technology is the design and construction company providing expertise on the B-OCEAN re-use project in Massachusetts. They understand exactly what it will take to attract B-OCEAN manufacturing to Peoria and will add critical information to the process.
- Once the B-OCEAN team has targeted a facility, Velocity Retail Group and their REStoreD division, working with T.L. Steimel and Associates, Inc. (TLSA), will identify which of the remaining buildings on the City's targeted list are appropriate for targeted industry re-use. They will review each targeted building and provide a detailed analysis of the physical condition, the structural needs of the buildings to make them attractive to potential re-use end users, the costs associated with bringing them into code compliance, and the interest of the property owner to engage in the effort needed to meet that need. This will be categorized in a Targeted Industry Market and End User Assessment Form.
- PwC will compile an extensive list of potential end users from their interaction with targeted users worldwide. This list will include the needs of end users such as parking, clean room capacity, exterior hardscapes, transportation compatibility, retail market demand considerations, and other end user needs.
- Velocity Retail Group will then match their analysis with PwC's potential targeted industries needs to determine the potential uses for each building. B-OCEAN will review the analysis from an end user perspective to determine if there is real or potential interest for an end user that is in the market to expand operations.
- Based on the analysis, FirstStrategic will create a strategic implementation plan for the buildings that meet the identification and inventory criteria. This plan will include potential public funding opportunities to bridge any private sector funding gaps caused by re-use costs.

2.) Market Viability

- Our team lead by PwC will analyze market demand for attracting targeted users that will include a robust review of:
 - Labor force
 - Material supply chain
 - Transportation modes
 - Access to innovative technology
 - Availability of inexpensive electrical power
 - Productivity of local industry clusters
- We will also review additional needs of the targeted industries, such as:
 - Business climate
 - Tax environment
 - Cost of operation that is consistent with the available inventory of underutilized buildings available in Peoria
- We will consider the competitive advantages of underutilized buildings in Peoria, as well as the costs associated with bringing those buildings up to the standards necessary for a targeted industry to re-purpose the building in a way that creates jobs, expands the tax base of the City and enhances the success of the City's adopted Economic Development Implementation Strategy (EDIS).
- The analysis will also include the potential of public funding opportunities and how to effectively utilize those opportunities to make Peoria more attractive for end users.

3.) End Users:

Blue Ocean Biomanufacturing

- **Maximizing Potential Expansion of Blue Ocean Biomanufacturing**
 - Biomanufacturing provides a flexible, quick to market and adaptable re-use for underutilized buildings.
 - Adaption of “single use” platform allows new facility to be operational in 50% less time.
 - System validation and operator training can be performed before equipment is shipped to a new facility.
 - Deployment times of a new facility of 6 to 18 months are achievable.
 - **Capital costs can be cut by 65% over single use facilities.**
 - Operating costs are reduced and these include reduction of labor costs, validation, and turn around times. In addition, utilization rates are improved and simultaneous multi-drug production is possible.
 - New single use technologies and process automation have been given positive reviews by regulatory agencies because of:
 - > Standardization
 - > Reduced complexity
 - > Reduced risk of cross contamination
 - > Real time batch control and validation
 - > Improved overall quality of product

End Users:

Targeted Industries

- Focus on EDIS targeted users
 - · Advanced business services, including data centers
 - Defense and aerospace
 - Bioscience
 - Global business
 - Healthcare
 - High-tech business operations
 - Solar energy
 - Sustainability
 - Utilization of data developed in Economic Viability Analysis to hone targets.
 - Work with PwC and Velocity Retail Group to develop a list of specific company targets for maximizing repurposed buildings.
 - Develop aggressive marketing strategy for attracting targeted companies.

4.) Work Process Flow Chart

- **Building Re-purposing Identification and Inventory**
 - The FirstStrategic team is uniquely qualified to provide the crucial identification and inventory of the buildings targeted by the City of Peoria.
 - Immediate analysis to determine B-OCEAN team targeted facility (first 20 days or less).
 - B-OCEAN team assessment of needs of facility to create viable biomanufacturing facility (no more than 70 days).
 - Velocity Group assessment of remaining buildings .
 - Analysis of building needs for repurposing (no more than 70 days).
 - Building Identification and Inventory completed in 90 days.

- **Economic Viability Assessment**
 - PricewaterhouseCoopers will provide a detailed assessment of the viability of Peoria as an attractive market for targeted industries.
 - Assessment will begin upon execution of contract but will be bifurcated with focused analysis of B-OCEAN team and more general analysis on needs of targeted industries.
 - Completed in 60 days.

Work Process Flow Chart (cont.)

- Identify Compatible Public Financing Opportunities
 - FirstStrategic will identify and develop a strategy to maximize public resources for the re-use of underutilized facilities.
 - Public financing options will be based on the analysis and assessments developed in the first two aspects of the project (work will begin on approximately day 30).
 - Completed in 60 days.
- Re-use Strategy Development
 - The FirstStrategic team will develop a dynamic, action-oriented implementation strategy for the re-use of underutilized buildings in the City of Peoria by utilizing the data derived from the economic viability analysis, the building identification and inventory and public funding opportunity aspects of the project.
 - The strategic plan development of the project will begin on day 80 and should take 30 days to complete.
 - All analysis, assessments and strategic planning will be completed and delivered in thorough report to City staff in 120 days.

Cost Breakdown

Building Re-purposing Identification and Inventory

- Day 1 to 30
 - PwC will provide an estimated 30 hrs
 - B-OCEAN will provide an estimated 60 hrs
 - FirstStrategic will provide an estimated 45 hrs
 - Velocity Retail Group/TLSA will provide an estimated 100 hrs
 - AES will provide an estimated 25 hrs

- Day 30 to 60
 - PwC will provide an estimated 60 hrs
 - B-OCEAN will provide an estimated 100 hrs
 - FirstStrategic will provide an estimated 35 hrs
 - Velocity Retail Group/TLSA will provide an estimated 80 hrs
 - AES will provide an estimated 50 hrs

- Day 60 to Day 90
 - PwC will provide an estimated 10 hrs
 - B-OCEAN will provide an estimated 75 hrs
 - FirstStrategic will provide an estimated 35 hrs
 - Velocity Retail Group/TLSA will provide an estimated 50 hrs
 - AES will provide an estimated 50 hrs

The Building Re-purposing Identification and Inventory should be completed in 90 days

Cost Breakdown

Economic Viability Assessment

- Day 1 to 30
 - PwC will provide an estimated 130 hrs
 - B-OCEAN will provide an estimated 80 hrs
 - FirstStrategic will provide an estimated 30 hrs

- Day 30 to 60
 - PwC will provide an estimated 70 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 15 hrs

The Economic Viability Assessment
should be completed in 60 days

Cost Breakdown

Identify Compatible Public Financing Opportunities

- Day 1 to Day 30 FirstStrategic will provide an estimated 45 hrs
 B-OCEAN will provide an estimated 30 hrs

- Day 30 to Day 60 FirstStrategic will provide an estimated 45 hrs
 B-OCEAN will provide an estimated 30 hrs

The Public Financing portion of the plan
should be completed in 60 days

Cost Breakdown

Re-use Strategy Development

- Day 60 to 90
 - PwC will provide an estimated 30 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 50 hrs
 - Velocity/TLSA will provide an estimated 10 hrs

- Day 90 to 120
 - PwC will provide an estimated 20 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 50 hrs
 - Velocity/TLSA will provide an estimated 10 hrs

The Building Re-use Implementation strategy will be completed and delivered in 120 days

The overall project will provide an estimated 1,600 hours billed at an average of \$200 per hour for a total cost of \$320,000

Building Re-Use Strategic Implementation Plan

Conclusion

- FirstStrategic has put together an outstanding team of professionals to develop a dynamic sustainable building re-use strategic implementation plan. The team consists of a potential end user involved in cutting edge manufacturing technology that has the potential to spark the creation of a bioscience manufacturing industry cluster that will put Peoria on the Health Science map. The team also has the ability to thoroughly analyze a long list of underutilized buildings and develop a strategy to repurpose facilities that will create economic vibrancy in place of underperforming burdens on the community.

- Our team consists of a world class consulting company, a nationally known real estate company, a cutting edge manufacturing company and Arizona's leading public affairs and strategy team. The opportunity for the City of Peoria is astounding. We look forward to your questions and hopefully developing this critical strategy that will provide the City with tools that will put them at the front of the economic development pack.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms (if any) 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 initiated in original ink by the authorized person signing the Offer sheet.
 - 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 purchasing agent 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 purchasing agent 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, if so, will 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 professional service provider 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 professional service provider (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 services within thirty (30) calendar days after receipt of 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. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of 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 Offeror provided payment is made within the discount period.
9. **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.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
 - a. 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*.
 - b. 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
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9875 N. 85th Avenue
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 Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant 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 Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, 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 Consultant or any agent or representative of the Consultant, 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 Consultant 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.



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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 Consultant 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 Consultant 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 Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant'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 Consultant.
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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant 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 limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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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 Consultant 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 Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant'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 Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant'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 Consultant 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 Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.
- 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 Consultant 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 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. Last minute failure of office equipment is not force majeure.
- 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



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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:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. 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 service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
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:** Consultant 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. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **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 Consultant or any other person except with the prior written permission of the City.
28. **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.



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29. **COST OF 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.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **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.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **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, 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.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0082**

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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 **Consulting Services for Building Re-Use Implementation Strategy**.
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 Consultant.
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 sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
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. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
9. **Affirmative Action:** 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 and services.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 9875 N. 85th Avenue, 1st Floor
Peoria, Arizona 85345
Point of View Room

DATE: July 9, 2012

TIME: 3:00 PM, Arizona Time

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 the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.



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- 11. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) 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. The proposals should be submitted in the maximum length of 20 pages. Please convey your understanding and experience as requested in the RFP. Do not include any marketing material.

Proposal Content - the following items shall be addressed in the technical proposal submission.

a. Project Understanding

Project understanding as described in the Scope of Work, Proposal Requirements

b. Firm/Team Experience

Firm/Team Experience as described in the Scope of Work, Proposal Requirements

c. Cost Considerations

Cost Proposal as described in the Scope of Work, Proposal Requirements

- 12. **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 30 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. Interviews will be held on July 31, 2012. Offerors must be available for interviews on this date.

- 13. **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.

- a. Firm/Team Experience (550points)
- b. Project Understanding (200 points)
- c. Cost Considerations (200 points)
- d. Conformance to Request for Proposals. (50 points)

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.

- 14. **Interviews:** If interviews are required, the final selection scoring will start over and selection committee will rank order firms on their presentation and interview only.

- 15. **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.

- 16. **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.

- 17. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the



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City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.

18. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
24. **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.
25. **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.
26. **Payments:** The City shall pay the Consultant 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.
27. **Insurance Requirements:** The Consultant, at Consultant'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.



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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 Consultant'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 Consultant'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 Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant 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 Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant'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.

28. Required Insurance Coverage:

a. Commercial General Liability

Consultant 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 Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant'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 Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant 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 Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least



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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.

c. **Workers' Compensation**

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

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

d. **Professional Liability**

The Consultant 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 Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

29. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant'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 Consultant'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.

30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

31. **Independent Contractor:**

a. **General**

i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, 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 Consultant 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 Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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.



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c. **Other Benefits**

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant 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 Consultant.

32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant 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 Consultant 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.

33. **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.

34. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- 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.



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- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

35. **Confidentiality of Records:** The Consultant 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. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

36. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. 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 service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.

Any attempt to represent any 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 Consultant.

37. **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.

38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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 Consultant;
- 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 Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.



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39. **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.gov/accommodations.php>
40. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).
- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/content2.aspx?ID=2071>
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.
 - b. The specific protest procedures are contained in the Materials Management “Administrative Guidelines” and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the “Learn more About” box on the right side of the web page.



SCOPE OF WORK

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1. Purpose of the Project

The Purpose of soliciting qualified firms for the Project is to assess strategies, approaches, and funding sources available towards re-purposing and re-using idled, vacant, and/or under-utilized buildings in the City. The focus of the end product should be a detailed assessment of existing buildings in the City that are appropriate for turn-key use by a targeted end user. This is an implementation strategy solicitation that seeks to understand how to re-purpose existing vacant or under-utilized buildings in the City for use by Targeted Industries sought by the City, as defined below. Targeted Industries sought by the City may, for purposes of this strategy, come from other states and regions so an understanding of location demand drivers is essential.

The strategy must establish the market demand for attracting a Targeted Industry to Peoria (labor force, supply chain, available modes of transportation, access to innovation, etc), as well as the end user needs (image and brand, operating costs, business climate, taxes, building configuration/size, cost of occupancy, etc) to be able to assess and evaluate existing buildings to determine competitive strengths and weaknesses in order to attract the Targeted Industry to the City and a building. Furthermore, this strategy needs to assess each competitive building relative to improvements needed to attract a Targeted Industry, as well as any on- or off- site improvements to satisfy the location attributes needed by the end user. Finally, the end product must identify likely federal and state funding sources that are applicable and currently available to support the strategy, calling out the specific use of the funds to support the effort, required City matching funds, and any other City capital investment needed.

The City currently has a number of buildings, including large format former and current retail buildings (see Exhibit A for a partial listing of large format buildings under consideration for this RFP) that are either vacant and boarded, and/or under-utilized, or constrained in use by market demographics, demand, value inversion, judgments, liens or other impairments to use. Some of the buildings are located in Investment Zones pursuant to the Council adopted Economic Development Implementation Strategy (DEIS) (visit www.Peoriaed.com to view the EDIS). The success of certain target areas in terms of redevelopment and revitalization depends, in part, on the successful re-use of these large format buildings into new uses that are one, or a combination of Targeted Industries, such as:

- Corporate HQ or Centers of Excellence,
- Advanced business services,
- Data centers,
- R&D facilities,
- Manufacturing,
- Bioscience,
- Alternative energy,
- Telecommunications,
- Health care, and
- Higher education



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The desired outcome of the building re-use is to meet at least one of several community objectives, such as:

- Creating jobs, especially in Targeted Industries pursuant to the EDIS and Economic Development Incentive and Investment Policy (EDIIP) (visit www.Peoriaed.com to view the EDIIP).
- Generating demand for retail sales and property tax generating activities
- Creating new business opportunities and investment in the City
- Creating Targeted Industry clusters in the City

2. Qualified Firms and Scope of Work

The City, through this solicitation, desires qualified firms or a team of qualified firms evidencing the ability to:

- Thoroughly assess the labor force, commute sheds, and demographics of the City and surrounding sub-markets, as well as the overall market demand to evaluate the strength of the Peoria market to support the re-use strategy and attract targeted Industries to the City.
- Identify the buildings in the City that are appropriate for inclusion in the re-use strategy, along with an explanation as to why any such building(s) have been excluded from consideration
- Inventory the targeted buildings as to the following:
 - Physical condition assessment of each building to support the re-use strategy based on end user needs
 - Listing of specific exterior and interior structure and system deficiencies, including municipal code violations, by building
 - Assessment of the building improvements needed by building with cost estimates to make the building functional for its stated re-use
 - Assessment of the property owner's willingness to sell or lease the property for the stated re-use purpose, and what is the opinion of value
 - A listing of the end users that would be interested in the stated re-use by building and common property issues they may have with parking, hardscape, ingress/egress, signage, etc.
 - The ability to bring actual Targeted Industry end users to the City that have expressed an interest in occupying a targeted building based on the due diligence items listed above
 - The ability to, based on the information contained above, create a comprehensive re-use strategy that includes any general plan or zoning changes needed to accommodate the building re-use, as well as notable circulation issues associated with such re-use
- Federal and State Funding Sources available to support the re-use strategy, calling out any City matching funds required, the amount of federal and/or state funding leveraged, by use of funds, from any City matching funds.

The items enumerated above are cumulatively referred to as the Scope of Work.



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3. The Re-Use Strategy (Strategy)

The Strategy is intended to be an action oriented, implementation level document, not a planning or feasibility study. The implementation focus of the Strategy requires a due diligence level of evaluation so that end users, and their needs in a building re-use are thoroughly understood with costs estimates to bring each building into re-use condition that an end user would find acceptable. Also, a thorough understanding of the market-based opportunities and limitations existing in the City and surrounding sub-markets. A clearly delineated market acceptance portion of the strategy is important as this is intended to be an implementation strategy that can immediately transition into a marketing campaign for the targeted buildings and industries. The Strategy, therefore, needs to include a listing of targeted end user by industry type that is appropriate for each building in re-use inventory. The strategy should also address any city infrastructure improvements needed to overcome site/building real or perceived deficiencies from the end user perspective.

4. Final Product and Delivery

Consultant shall deliver five (5) hard copy documents and a disk containing the electronic files of the final product to the City as part of this engagement, and as part of receiving final payment under this contract. The final product is expected to be delivered to the City within 120 calendar days of formal contract execution. The final product will be considered City property. The proposer shall also conduct two (2) presentations to the City Council on the end product, as directed by staff.



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Proposal Requirements:

1. Understanding of Targeted End Users

The ultimate goal of the Strategy is to attract end users to the buildings and understand what they will need to occupy the space and what it will take to make the space market ready. To that end, the successful proposer needs to demonstrate networks and relationships that will be used to understand end user needs and desires in a market and property, as well as be able to attract targeted end users to the City and building(s) so that the implementation strategy can result in new investment and businesses in the City.

2. Firm/Team Experience

Provide specific examples and detailed information to demonstrate the following:

- Firm/Team Experience and Track Record in **attracting** end users to building re-use opportunities
- Firm/Team Experience and Track Record in **evaluating** market opportunities for building re-use opportunities
- Firm/Team Experience and Track Record in **creating** a market-based building re-use strategy
- Firm/Team Experience and Track Record in **assessing** buildings and properties for re-use opportunities

3. Cost Considerations

Provide Fee Schedule that is broken down by tasks, hours and milestones of buildings. Include Time Schedule that shows the completion of phases or milestones.

Include any associated travel or reimbursable costs, if applicable.

4. Nature of Engagement

Proposers may submit for one, several, or any combination of buildings under consideration for this RFP. As each building/property may present a unique re-use opportunity, the resulting strategy may be different for each building/property. Proposers, therefore, are encouraged to submit a specific and detailed strategy for the building(s) they choose to pursue as identified for each specific building/property. Each proposer shall submit a detailed engagement budget, including any travel costs, as part of the proposal.

The City may choose, based on the best outcome for the City, to award a single contract for all buildings or several contracts for several buildings. Additionally, the City will structure any resulting contract(s) in a manner affording the City the flexibility to call upon the successful proposer(s) for additional work concerning future building re-use in the City that may become idled, under-utilized, or vacant. Any awarded contract resulting from this solicitation will be used as an on-call, as needed term contract, depending on funding availability and City needs.



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The proposal shall be due no later than **5:00 p.m. Arizona time on July 16, 2012**.

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

The designated contact person is Jennifer Miller, Contract Administrator, City of Peoria. All questions regarding the proposal should be sent in writing via email to jennifer.miller@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

RFP Estimated Timeline

July 9, 2012	Pre-proposal meeting
July 16, 2012	Proposals due
July 31, 2012	Interviews
September 4, 2012	Anticipated Council award



QUESTIONNAIRE

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

None.



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Please list a minimum of three (3) references from similar projects whom the Materials Management Division may contact:

- Company: Massachusetts BioMedical Initiatives (MBI)

Contact: Kevin O'Sullivan Phone: 508-797-4200

Address: 60 Prescott St., Worcester, MA 01605

Description of Work: Blue Ocean Manufacturing partnered with MBI on the biomanufacturing plant in Worcester.

Annual Value: \$1.5 million
- Company: Translational Genomics Research Institute (TGen)

Contact: Michael Bassoff Phone: 602-343-8411

Address: 445 N. Fifth St., Phoenix, AZ 85004

Description of Work: FirstStrategic has worked for TGen since its inception in 2002.

Annual Value: \$180,000
- Company: USAA Real Estate Company

Contact: Fang Newman Phone: 210-641-8490

Address: 9930 Colonnade Blvd., Ste. 600, San Antonio, TX 78230

Description of Work: T.L. Steimel + Associates did a build to suit for the Apollo Group at Fountainhead Corporate Park in Tempe.

Annual Value: Development Budget: \$96.4 million
Project Management Fee: \$238,055



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City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

Exhibit A

Below is a partial list of the buildings we believe have potential for our Targeted Industry.

NOTE: The list below is not intended to be a complete listing of potential buildings, but a partial listing of buildings with re-use potential.

Building Reference	Building Address	Building size (sf)	Parcel size (Acres)
1) Former Wal-Mart	8200 W. Peoria Ave.	111,875 sf	11.97 acres
2) Former Zocolo Mall	8150 W. Peoria Ave.	62,831 sf	6.6 acres
3) Former Smitty's	8455 NW Grand Ave.	84,340 sf	7.5 acres
4) Goodwill	8515 W. Grand Ave.	84,147 sf	9.1 acres
5) Arrowhead /101 Building E - Building F -	8606 W. Ludlow Dr. 8679 W. Ludlow Dr.	63,533 sf 33,743 sf	5.1 acres 7.9 acres
6) Former Best Buy	10134 W. Happy Valley Rd.	30,221 sf	11.2 acres
7) Industrial Building	7733 W. Seldon Avenue	25,914 sf	1.72 acres
8) Industrial Building	8009 W. Olive Avenue	50,063 sf	4.14 acres

Additional buildings and sites: Visit www.Peoriaed.com and select the "For Site Selectors" tab



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

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