



CONTRACT AMENDMENT

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

Buyer: Jennifer Miller

Solicitation No. P12-0082 Page 1 of 1
Description: Consulting Services for Building Re-Use Implementation Strategy
Amendment No. One (1) Date: 08/05/13

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 9/30/13.

The New Contract Term: 10/01/13 to 09/30/14

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

<i>Judie Scalise</i> Signature	8/19/13 Date	Judie Scalise, Principal Typed Name and Title	ESI Corporation Company Name
5635 N. Scottsdale Rd 300 W. Clarendon Ave., Ste. 470 Address	170 City	Phoenix Scottsdale City	AZ 85257 85013 State Zip Code

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

[Signature]
Director: Scott Whyte, Economic Development Director
[Signature]
Department Rep: Maria Laughner, Business & Real Estate Development Manager



CC Number
LCON05912A
Contract Number

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

The above referenced Contract Amendment is hereby Executed
Sept. 4, 2013 at Peoria, Arizona

[Signature]
Dan Zenko, Materials Manager



**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: 602-265-6120 Fax: 602-265-5919

Name: Judie Scalise

Email: jascalise@esicorp.net

ESI Corp
Company Name

Judie Scalise
Authorized Signature for Offer

300 W. Clarendon, Ste 470
Address

Judie Scalise
Printed Name

Phoenix AZ 85013
City State Zip Code

Principal
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

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

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



CC: 23 090412

Contract Number: CON 05912

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

Official File: _____



July 16, 2012

Jennifer Miller
City of Peoria
9875 N. 85th Avenue
2nd Floor
Peoria, AZ 85345

ESI CORP
300 WEST
CLARENDON
AVENUE
SUITE 470
PHOENIX
ARIZONA
85013

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

info@esicorp.net
www.esicorp.net

RE: Request for Proposal No. P12-0082 - Consulting Services for Building Re-Use
Implementation Strategy

Dear Ms. Miller:

ESI Corporation is pleased to submit our proposal to the City of Peoria to prepare a building re-use and implementation strategy for underperforming assets. We have assembled a highly qualified team that exhibits an extraordinary list of accomplishments and successful track record in attracting end users, evaluating market opportunities, assessing buildings and estimating costs for their reuse potential, and creating implementation strategies to achieve rapid results. Our team includes:

- ▶ Colliers International
- ▶ NGH Consulting
- ▶ Rider Levett Bucknall (RLB)
- ▶ Stella Polaris

Our team is submitting on all nine buildings identified within Exhibit A of the City's Request for Proposal. Gearing up for a project of this nature requires a multi-disciplinary team of experts who have the depth of expertise that covers the breadth of the City's desired services. Additionally, pursuing all buildings will result in economies of scale, whose cost savings can be passed on to the client.

We have developed a creative approach to assessing the re-use potential, which is both scalable and replicable towards other assets that the city would like evaluated beyond the initial nine properties. The resulting re-use *implementation strategy* we would prepare will enable the city to move quickly towards implementation.

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

Sincerely,

Judie Scalise
Principal

Proposal to the City of Peoria to Prepare a Building Re-Use Implementation Strategy

PREPARED BY:

ESI CORPORATION

300 West Clarendon Avenue

Suite 470

Phoenix, Arizona 85013

(602) 265-6120

www.esicorp.net

In Collaboration with:

Colliers International

NGH Consulting

Rider Levett Bucknall

Stella Polaris

July 16, 2012

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PROJECT UNDERSTANDING

The City of Peoria is seeking a consultant team to perform a comprehensive analysis that will help re-purpose vacant and underutilized buildings within the City. The overarching objective for this project is to create jobs, increase property values and sales tax collections, create new business opportunities, and ultimately create target industry clusters within the City of Peoria.

Nine buildings within the city have been identified for potential re-use. The industry targets that could be pursued include the following:

- Corporate headquarters
- Advanced business services
- Data processing centers
- R&D
- Manufacturing
- Bioscience
- Alternative energy
- Telecommunications
- Health care
- Higher education

Preparation of this re-use strategy serves as a springboard for the attraction of end users. A thorough analysis of the site location requirements for each industry target and an assessment of Peoria's ability to meet those needs, combined with an evaluation of the buildings reuse potential and deficiencies lays the groundwork for the identification of end users and a robust attraction program.

PROJECT APPROACH

This building re-use implementation strategy will identify the most appropriate re-use potential for each building under consideration and generate a list of potential end users for each building. The approach that we are proposing is scalable and can be replicated for any future buildings or sites that the city would like evaluated in the future. ESI is submitting a proposal for all buildings included in the City's RFP. Gearing up for a project of this nature requires a multi-disciplinary team of experts, which we have assembled. The depth of our expertise covers the

breadth of this scope and pursuing all buildings will result in economies of scale, whose cost savings can be passed on to the client. Our strategy for completing this scope of work has been carefully crafted to uncover re-use opportunities that the market can support and will achieve the city's objectives.

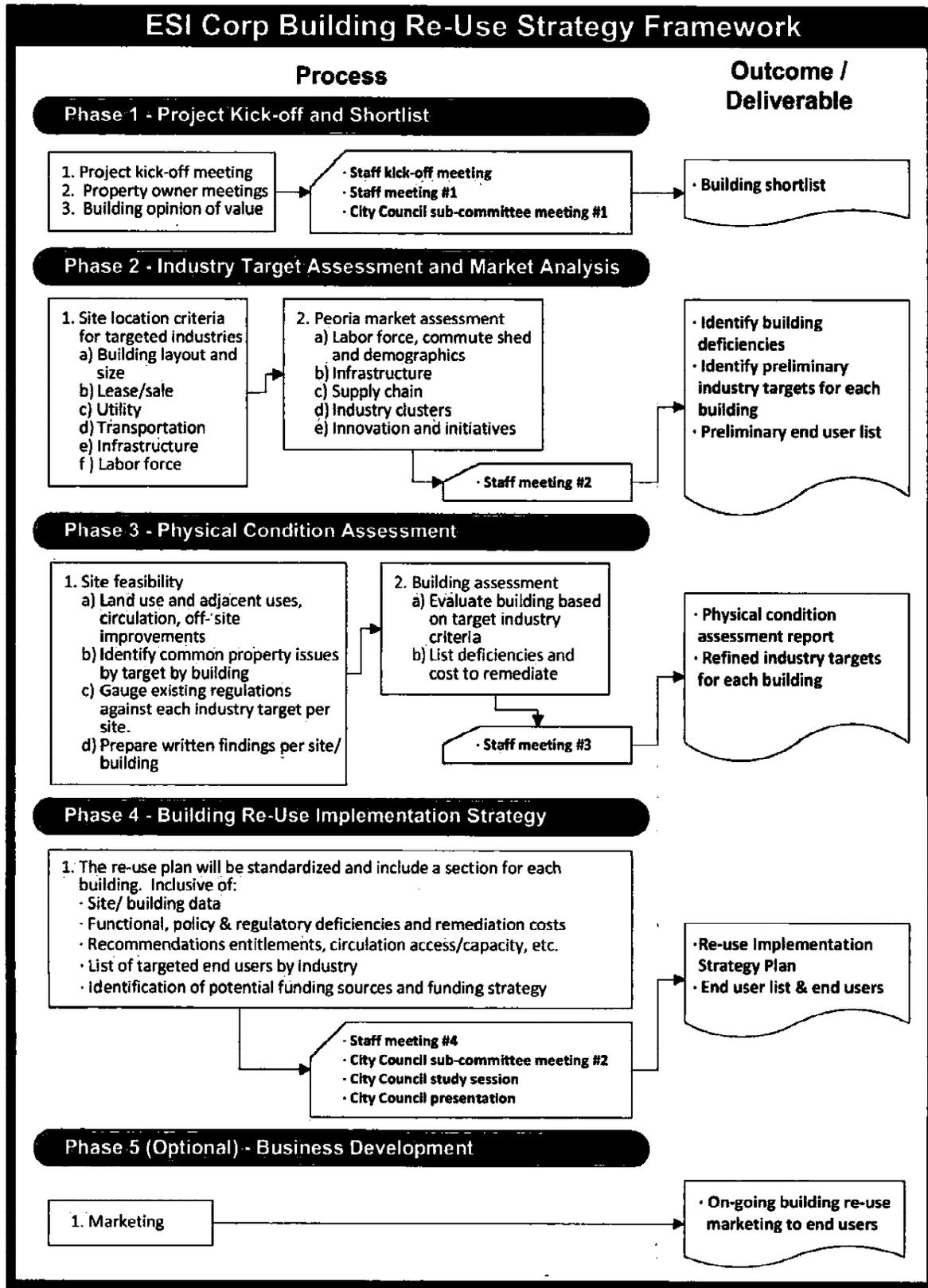
The work to be performed is laid out in five phases, as depicted in the diagram on the following page. Each phase will build upon the previous tasks and the knowledge and data obtained by team members in an all inclusive project process. This process will be closely monitored by the Principal-in-Charge to ensure that each phase stays on track and provides the necessary inputs for the latter phases within the scheduled timeframe.

MEETINGS AND CLIENT COORDINATION

A number of meetings have been scoped out during the course of the re-use study process. These meetings will serve as briefings on preliminary findings, solicit feedback and input, and generally keep the staff and City Council engaged throughout the process. Below is the proposed meeting schedule.

Proposed Meetings	Meeting Objective
Phase 1 - Kick off meeting with Staff	Briefing from staff
Phase 1 - Meeting with staff	Present short listed buildings
Phase 1 - Optional City Council Sub Committee	Overview of project and solicit ideas
Phase 2 - Meeting with Staff	Present site location criteria market analysis and preliminary targets per building
Phase 3 - Meeting with Staff	Present Physical Conditions summary and refined list of industry targets per building
Phase 4 - Meeting with Staff	Present Re-Use Strategy Plan and list of end users
Phase 4 - City Council Sub Committee	Present Re-Use Strategy Plan and solicit feedback
Phase 4 - City Council Study Session	Present Re-Use Strategy Plan and respond to questions
Phase 4 - City Council	Present Re-Use Strategy Plan





Phase 1: Project Kick Off

Within two weeks from commencing this project, ESI Consultant Team will meet with members of the City staff to review the scope of work and timeline. At this meeting we will also obtain building owner contact information, and get a briefing from the staff on any previous efforts to re-purpose the buildings. Last, we would like to learn about any feedback that staff may have received from property owners (if any), and become familiar with potential opportunities they may have relative to industry targets for each of the buildings.

Following the staff meeting, the team will schedule meetings with the property owners to gauge their interest in potential re-use and the ultimate sale or lease of their building. We will brief them on the project objective, discuss potential industry targets, and determine how they want to be involved going forward. Following these property owner meetings, we will prepare a short list of buildings with our initial thoughts and hold a meeting with city staff to review and discuss. The outcome of this meeting will be an agreement on the short list of buildings.

If appropriate, the Consultant Team will prepare for and brief the Sustainable Development and Public Services City Council Subcommittee. If desired, this briefing could be held during a later phase of this project.

For each building that is on the short list, a broker opinion of value will be prepared.

Optional Meeting

The ESI Consultant Team will prepare for and brief the Sustainable Development and Public Services City Council Subcommittee

Outcome:

- Kick off meeting with Consultant Team and Peoria staff.
- Meeting with Peoria staff to review building owner discussions and recommended short list of buildings.
- Short list of qualified buildings for further evaluation.
- Broker opinion of value on short-listed buildings.

Phase 2: Industry Target Site Location Assessment and Market Analysis

TASK 1: INDUSTRY TARGET SITE LOCATION ASSESSMENT

Understanding key site location drivers for each industry target will lay the foundation for the remainder of the work. The list of industry targets desired by the city is varied and diverse. The ability for Peoria and its sub-market to accommodate all industry requirements will need to be determined through a systematic vetting process.

During this phase of the work the ESI Consultant Team will identify, discuss and prepare the site location criteria for each industry target, which is critical in driving a project. This information will serve as the basis from which Peoria is evaluated against to understand any potential deficiencies that need to be corrected. This assessment will also be the first step in determining which target industries are appropriate for the building re-use.

The specialty divisions within Colliers, in collaboration with ESI and NGH will be called upon to develop a list of key site location criteria for each of the targeted industries. This information will be obtained through a combination of meetings, informal dialogue and completion of an input worksheet. The list of site location criteria could include, but is not limited to the following:

- Building layout/size
- Lease or sale parameters and cost
- Utility requirements
- Infrastructure requirements
- Transportation requirements
- Labor requirements
- Desired customer profile (if applicable)
- Operating costs
- Desired supply chain
- Market access

A matrix will be prepared laying out the key criteria by industry target. This matrix will lay the ground work for the Peoria Market Analysis. It will also help



uncover any site location criteria that is common amongst two or more industry targets.

Phase 1 Outcome:

- A matrix of site location criteria by industry target

TASK 2: PEORIA MARKET ANALYSIS

Following the completion of the Industry Target Site Location Assessment, the Consultant Team will begin evaluating Peoria against the stated criteria. Some of the site location criteria will be building specific while other criteria will be driven by the geographic market. Criteria that is building/site specific will be provided to teammates RLB and Stella Polaris to take into consideration during their building and site assessments.

An analysis of Peoria's ability to meet the site location needs by industry target will be prepared. This examination will uncover any deficiencies that could hamper building re-use and at the same time identify the strengths that Peoria brings to the market that can be leveraged and promoted through an aggressive marketing campaign.

Each building site will be evaluated based upon the site location criteria identified in the previous task. A matrix will be developed, which ranks each site according to its strongest assets. This ranking system will be used to allocate the potential industry targets with the best possible building site.

The market analysis will concentrate on establishing the baseline of the current business and industry assets around each building site. This will involve exploring and quantifying the labor force, demographics, infrastructure, existing industry clusters, potential supply chain connections, and finally the innovation and initiatives present in the current market.

Workforce: A labor force commute shed for each building site will be delineated at 15, 30, and 45 minute drive times in order to examine the immediate, intermediate, and maximum labor force potential and the demographic make-up that will be host to the building re-use projects. Closely clustered building sites will be combined into one commute shed labor force and demographic analysis.

Infrastructure and Utility Requirements: Each building site will be further assessed according to its unique infrastructure assets which will generally include proximity to transportation, wet and dry utilities, as well as, telecommunications.

Existing Industry Clusters: This assessment will determine the industry strengths that currently exist in the local economy as compared to Maricopa County, and the State of Arizona. Initially, location quotients will determine the industries that have the most critical mass; then we will utilize other criteria such as average wage and traditional industry supply chains in order to group the industries that currently make up Peoria's existing clusters.

Supply chain: The existing cluster analysis will be rolled into a list of potential supply chain connections, which will help envision the types of industries that would be appropriate to strengthen and build off of Peoria's currently possessed assets. This list will include the types of industries that require similar inputs as other local industries and possible spin-off industries that could benefit from specific building assets identified previously.

Innovation and Initiatives: The current innovation capacity and industry initiatives being offered within the regional and state economy will be inventoried and aligned with the current and potential industries identified in the previous tasks. Local initiatives will also be evaluated with a specific focus on the healthcare industry and the efforts of Peoria's BioAccel program.

Concluding this analysis will be a meeting with city staff to discuss the key site location criteria associated with the City of Peoria's targeted industries and the findings of the market analysis. Our recommendations on preliminary industry targets recommended for each building will also be presented.

Phase 2 Outcome:

- Identify deficiencies per industry target.
- Preliminary list of recommended industry targets per building
- Meeting with City Staff to review findings the Industry Target Assessment and Market Analysis.



Phase 3: Physical Condition Assessment

The physical condition and development potential of the short listed buildings will be assessed according to the most appropriate proposed use as identified in the previous phase. This assessment will also include any improvements, remediation and entitlements needed to implement the proposed building re-use.

TASK 1: BUILDING ASSESSMENT

Based on the short list of buildings, a building assessment will be conducted beginning with a thorough investigation into a property’s strengths and weaknesses. Due Diligence will be conducted on all buildings focusing on the property’s physical aspects. This ensures that shortcomings are revealed to the prospective Owner / Investor when that information can make a difference.

Due Diligence for Life

Due Diligence is a systematic, structured process with definable objectives. It is an organization’s vital link with the on-going risk management assessment process. It often requires the application of a wide range of specialized technical and financial skills and keen attention to detail.

Within the real estate, property management, and construction sectors, Rider Levett Bucknall sees Due Diligence as a process rather than a service. Common objectives include:

- Discover relevant information within defined parameters
- Quantitatively determine an asset’s “value”
- Identify & measure risk elements & exposures
- Facilitate effective management decisions to optimize a Return on Investment (ROI) strategy

Technical Due Diligence

- Defects or deficiencies in the building’s fabric & engineering conditions & services
- Maintenance & operation deficiencies/strengths
- Potential environmental liabilities
- Compliance with applicable building codes & ordinances
- Estimated cost to correct the deficiencies

This appraisal can guide the potential purchaser or investor to financially plan more effectively while determining the level of risk on future capital requirements.

Unique Cost Drivers

While our team will utilize the same fundamental approach for all identified buildings and targeted industries, there are some unique cost drivers based on industry type to consider. The intended repurpose helps define portions of the cost estimates, but not all of it.

For instance, when considering placing a Data Center, a potential cost driver would be the existing power source. Where is it located? What is the current capacity? Where would any considered upgrades be connected? These issues would be consistent for telecommunications projects as well.

Another example of cost drivers to consider include repurposing the identified buildings for higher education use. Of particular importance is parking and access to parking. Working within the confines of existing floor-to-floor heights can create challenges to construct ideal spaces for higher education use. Another factor is determining the best use of available funds between interior vs. exterior improvements.

Daylighting is a key feature that spans several of the targeted industries. Creating natural daylight sources for research & development, bioscience, higher education and healthcare spaces where there was none before can increase costs significantly, particularly when considering potential exterior wall fenestration and structural modifications that may be required to generate natural daylight.

Each building assessment will include the following elements based on the proposed industry target uses:

- Executive Summary
- Financial Implications & Projections
- Cost estimates to repurpose building for intended re-use
- Technical Reports & Analyses (if any)
- Code Compliance: Building, ADA, Life Safety
- Condition Statement: Building Structure, Façade & Systems



TASK 2: SITE FEASIBILITY

Land Use Conditions

The short listed buildings and/or properties will be evaluated and confirmed, based on the identification of targeted industries, with recommendations intended to resolve both short and long term issues that would impede successful reuse of each property/building. The following topical areas would be addressed, as appropriate:

Compatible Land Use: The buildings and sites will be assessed for their affect on adjacent and planned uses (and the affect of existing adjacent buildings and sites on the targeted industries).

The following topical areas will be addressed:

- Existing Land Use Pattern
- Existing Adopted Zoning
- Existing Adopted General Plan

Circulation Conditions

The buildings and sites will be assessed for their ability to adequately serve the anticipated phased/buildout employment carrying capacity and on-site access/storage/off-site distribution functions for the intended targeted industry. To the extent available and pertinent, existing traffic count data/traffic impact analyses will be reviewed and analyzed with the intended reuse of the site/building. The following factors, to the extent applicable, will be addressed:

- Vehicular/Truck Access (locations, turning movements, etc.)
- Internal Site/Parking Circulation (width of lanes, turning radii, etc.)
- Parking Stalls (number, orientation, layout)
- Transit Service (existing/future routing, stop locations)

Utility Conditions

The buildings and sites will be assessed for their ability to be adequately served with utility services for the intended targeted industry. Existing site utility data will be compared with the intended reuse utility demands of the site/building. To the extent pertinent and available, utility master plan/CIP data will be

reviewed to determine identified upgrading and timing. The following factors, to the extent applicable, will be addressed:

- Electrical Service
- Potable Water Service
- Sewer Service
- Broadband Service
- Drainage Improvements

Functional/Design Related Issues

The short listed buildings and/or properties will be evaluated and confirmed, based on the identification of targeted industries, with recommendations intended to resolve both short and long term issues that would impede successful reuse of each property/building. The following topical areas would be addressed, as appropriate:

Functional Use Conditions: The buildings and sites will be assessed for their affect on adjacent planned uses (and the affect of existing adjacent buildings and sites on the targeted industries). The following factors will be addressed:

- Glare (night operations, etc.)
- Noise (during night/early morning hours, etc.)
- Odors (based on processing/manufacturing operations, etc.)
- Visual Character (outdoor storage, etc.)

Design Conditions: The buildings and sites will be assessed for their compliance with existing adopted design guidelines of the City of Peoria and/or enhanced design guidance previously prepared for the site. The following factors will be addressed:

- Monumentation/Signage
- Existing/Proposed Building Design (components, massing, color, etc.)
- Landscape/Streetscape (enhance site/buildings, vegetation palette/compatibility, water conservation)
- Lighting



Policy, Guideline, Regulation Conformance

Based on the analysis conducted up to this point, an analysis of conformance with existing City of Peoria general plan, design guideline and zoning regulations will be prepared. A tiered approach will be utilized to demonstrate which industries would be in conformance, minor non-conformance or major non-conformance with specific recommendations to bring such industries in conformance.

Results Documentation

The results of the analysis of each building/site and their attendant recommendations, to resolve existing impediments, will be memorialized in a technical memorandum to be a component of the Appendix of the Strategy document.

Phase 3 Outcome:

- Preliminary Physical Condition Assessment summary for each building/site
- Based on analysis, refine the list of industry targets for each building
- Meeting with City staff

Phase 4: Re-Use Implementation Strategy

The findings of the previous tasks will be evaluated for each building to uncover unique re-use opportunities. The assessment will guide the re-use strategy development which will be tailored for each building. A full report will be prepared for each building and include a summary page(s) that highlights the key findings and implementation steps for each building.

Each summary will be organized in a standardized template to provide ease of review and future reference. This approach can then be utilized for analysis and presentation of future buildings that the City would like to add to this reuse program.

The Re-Use Implementation Strategy will be inclusive of the following information:

- Site/Building data
- Suitable industry targets
- Identification of potential users

- Building assessment summary, including costs to modify for desired industry target
- Recommendations for general plan amendments, zoning modifications, design guideline conformance, infrastructure upgrades, circulation access/capacity issues, etc.
- Recommendations for improvement of other key site location issues, such as workforce, supply chain, etc.
- Funding strategy, which includes potential funding sources and approaches.

END USER LIST

An end users list will be prepared for the City by Colliers International. This database will include: company name, type of industry, physical address and contact information. Colliers International will utilize its vast network of brokers and identify potential end users that may be interested for each building

MEETINGS

A meeting with City staff will be scheduled to present the re-use implementation strategy for each building. Based on the outcome of this meeting, the Consultant Team will make modifications prior to the meeting with the Council Subcommittee. A meeting with the Sustainable Development and Public Services City Council Subcommittee will be conducted to brief them on the re-use implementation strategy.

A presentation of the re-use implementation strategy will also be made at a Study Session of the City Council. Finally a presentation of the re-use implementation strategy will be made at a regularly scheduled City Council Meeting. A PowerPoint presentation will be prepared for these meetings.

Phase 4 Outcome:

- Re-Use Implementation Strategy
- List of end users per building
- Staff meeting to present preliminary re-use implementation plan
- Prepare for and brief the City Council Sustainable Development and Public Services Subcommittee
- Prepare for and Present strategy to the Peoria City Council in Study Session
- Prepare for and Present strategy to the Peoria City Council for adoption



Optional Phase 5: Business Development

OPTIONAL SCOPE OF SERVICES

As a part of the business development phase, Colliers will market the properties on LoopNet, CoStar, Colliers International website and electronic newsletter (worldwide exposure), etc.; provides e-mail blasts to the brokerage industry locally, nationally, and in Canada; sets tours; and manages the project all through the disposition of the property. This would be done for buildings in which Colliers secured a listing. In addition, Colliers is willing to make concessions to the property owners and/or the City by either a reduced commission payout, or a reimbursement/payment of a portion to assist in the future redevelopment of each project. A typical fee is 6 percent of either the sale price or lease value. This could be a valuable incentive to encourage the property owner to dispose of the building and/or provide a source of revenue for targeted industry infrastructure requirements, building improvement costs, and the like. This level of effort would be solely commission based and not include a time and materials fee.



ESI CONSULTANT TEAM

ESI has tailored an abundantly experienced team with proven dedication and commitment to helping the City of Peoria achieve its objectives of creating jobs and re-purposing existing underutilized buildings. Our consultant team is composed of five firms that exhibit an extraordinary list of accomplishments and successful track record in attracting end users, evaluating market opportunities, assessing buildings and estimating costs for their reuse potential, and creating implementation strategies to achieve rapid results. Our team includes:

- ESI Corp
- Colliers International
- NGH Consulting
- Stella Polaris
- Rider Levett Bucknall (RLB)

ESI Corporation

ESI Corporation will be the prime contractor under this engagement. ESI Corp was founded in 1990 and is a multi-disciplinary real estate services and economic development consulting firm. With corporate offices in Phoenix, Arizona, ESI Corp offers a broad range of real estate, economic research, advisory and predevelopment planning services to a clientele consisting of both public and private sector organizations. ESI Corp has worked in 31 states, largely in the western United States.

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

On an ongoing basis ESI Corp researches market trends, best practices, and tracks the economy in order to understand sources of new ideas, economic catalysts and potential challenges to economic development. They have prepared comprehensive

economic development and redevelopment plans, analyzed labor markets, identified industry targets and prepared business climate and economic impact assessments for their clients.

Colliers International

Colliers International is a leader in global real estate services, with 512 offices in 61 countries. Through a culture of service excellence, we have integrated the resources of real estate specialists worldwide to accelerate the success of our clients, our people and our communities. Our comprehensive list of services include: Brokerage and Agency; Financial Services; Corporate Solutions; Investment Services; Project Management; Property Marketing, and Valuation and Advisory Services.

We have specialized practice groups across the nation in areas such as data centers, energy, health care, higher education and more. Our diverse broker knowledge base locally has specialties in a variety of areas. A team of various experts can be assembled and will be hand-picked for this engagement, depending on the area of expertise that is required.

NGH Consulting, LLC

NGH Consulting LLC (NGH) was founded in February of 2009 to help organizations design and implement solutions for next generation healthcare. Its founder, Jackie Lundblad, has over 25 years of progressive experience in the Healthcare Industry as a consultant and a hospital executive. She has worked across the many and varied facets of the Industry, including: physician groups, ambulatory care (urgent care, surgery centers, cancer centers, imaging centers), community hospitals (urban and rural), academic medical centers, public health, payors, and biotech.

NGH understands all aspects of the healthcare business and how to use organizational levers (strategy, structure, operations, revenue, and cost management) to achieve success. NGH provides strategic planning and business development services to healthcare organizations, governmental entities, and private industry.



Stella Polaris, LLC

Stella Polaris, LLC is a professional community planning and design firm specializing in land use planning and related urban design services for municipalities, counties, quasi-public governmental departments, private sector entities, and other agencies/organizations. Stella Polaris, is the Latin form of “pole star’ or what is commonly known as the North Star. It is located close to the north pole of the heavens and has served as the fixed point upon which mankind has successfully navigated land and sea. Just like the explorers and navigator before us, the use of the North Star can be counted upon to chart the correct path forward to guide appropriate community development.

Jon Vlaming is the Principal of Stella Polaris, LLC. He has enjoyed over a quarter century of work as a consulting land use planner for several prestigious local and national firms in Phoenix, with his assignments taking him across the West and to other locations across the Country and one of its territories. Mr. Vlaming has a broad range of technical, facilitation and project management expertise to augment ESI Corp, with the land use, circulation, utility and functional/design expertise necessary to successfully complete the City of Peoria Building Re-Use Implementation Strategy.

Stella Polaris provides the following planning related services:

- Revitalization, Reuse and Redevelopment Planning
- Zoning/Regulatory Provisions
- Economic Development Planning
- Downtown/Neighborhood Planning
- Planned Area Developments/ Development Master Planning
- Design Guidelines
- Land Use Planning
- Public Participation/Facilitation
- General/ Comprehensive Planning
- Parks, Recreation and Open Space Planning
- Military Related Compatibility Planning
- Visioning/Strategic Planning
- Project Management

Rider Levett Bucknall (RLB)

At Rider Levett Bucknall, we aim to be independent advisors and client advocates. The depth and breadth of our core services - cost consultancy, project management and advisory services - reflects a deep-seeded commitment to delivering superior customer service which help projects and clients succeed.

We have developed a suite of services, *Rider Levett Bucknall |Life*, in response to our clients’ need for financially and environmentally responsible project solutions in the Age of Environmental Thrift. *Rider Levett Bucknall |Life* includes innovative tools to help achieve more efficient, cost conscious, and environmentally sustainable results – now and into the future.

Included as part of the *Rider Levett Bucknall |Life* are three complementary and interoperable decision making tools—RELifing®, Life Cycle Cost + Carbon Modeling, and Building Quality Assessment—each designed to maximize value and minimize financial and physical resource usage.

Relifing® is a mathematically-based methodology to calculate the value and useful life remaining in an existing aged building. This can help building owners make decisions on whether to renovate, modify or build new.

Life Cycle Cost + Carbon Modeling identifies the total cost to build, operate and maintain a building over its lifetime. This helps building owners and managers make informed decisions to minimize whole life cost, maximize whole life value and lessen the environmental impact of a project. The analysis can also pre-estimate usage of power and water, along with the carbon footprint, to give a true indication of the environmental impact of a building.

A Building Quality Assessment is a quantitative analysis of an office buildings’ intrinsic quality. This assessment can be undertaken on existing or planned structures and can provide guidance on how to achieve a benchmarked standard, or evaluate the relative quality of multiple buildings to facilitate best-value decisions based on both cost and quality.

In addition to these extension of our core services, as a recognized experts in the field of construction cost



management, our team assists owners, design professionals and lenders in the control of the cost and time aspects of their construction projects. Rider Levett Bucknall assists clients in the formulation of realistic cost plans and continually checks on the status of their projects. At every stage of the project we use a disciplined and methodical approach towards cost control/estimating.

Team Member Roles

The following chart identifies each firm and the Principal and key staff who will be engaged in this project, as well as their primary role. In addition to the key representatives noted, there are other team members whose specialized skills will be tapped to take advantage of their site location knowledge and relationships with end users.

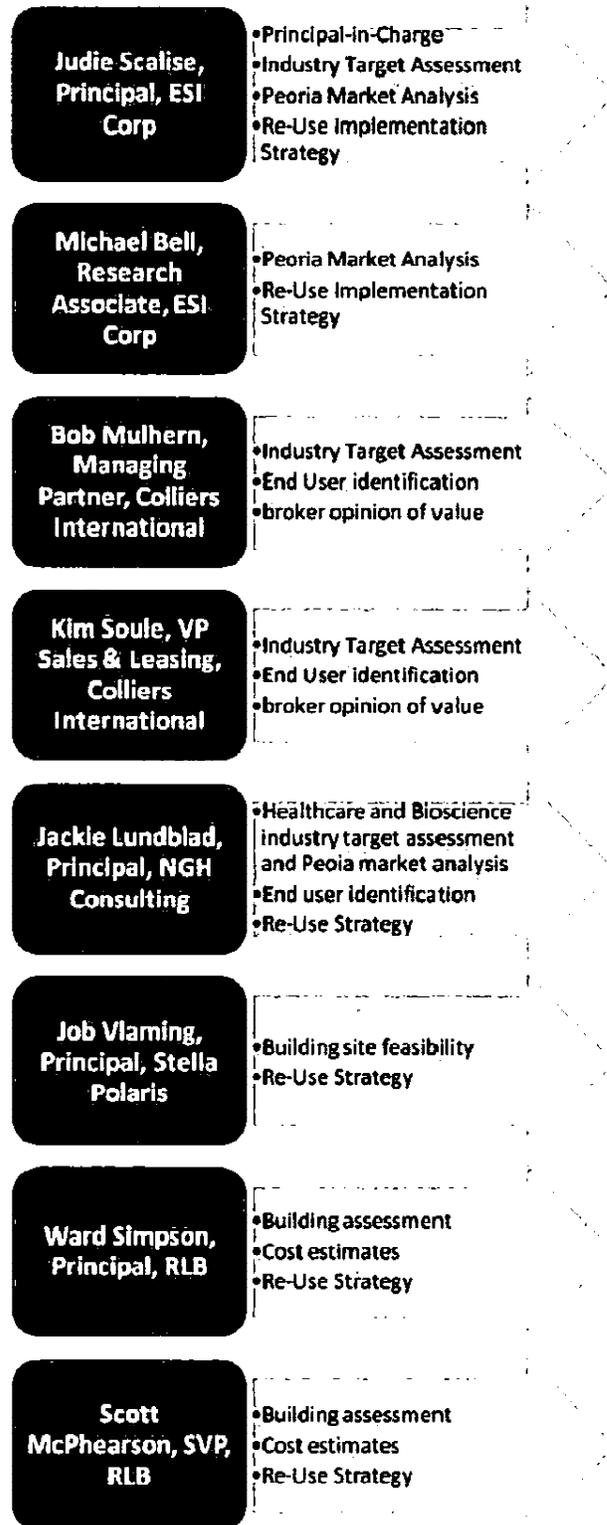
Full resumes that demonstrate the depth of the Consultant Team's talent are included in Appendix A of this proposal.

TEAM EXPERIENCE

Our team has worked in the metro Phoenix market for literally decades, and have particular insight into economic development, critical site location drivers, and national and international market trends. Our established relationships and experience working with end users, within all of the industry targets, brings an additional dimension to our credentials.

We recognize that economic development is not just a series of tasks to be undertaken, but a comprehensive approach to achieve a series of outcomes. Our team's experience in economic development consulting reflects the diverse and comprehensive nature of economic and community development projects. Following is a summary of our experience which demonstrates our ability to meet the City's objectives.

ESI Corp Consultant Team and Roles



ESI Corp

On an ongoing basis ESI Corp researches market trends, best practices, and tracks the economy in order to understand sources of new ideas, economic catalysts and potential challenges to economic development. We have prepared comprehensive economic development and redevelopment plans, analyzed labor markets, identified industry targets and prepared business climate and economic impact assessments for their clients. Our extensive work with communities and regions has included:

- Conducting economic assessments (SWOT's) to understand the demographics, labor market, business climate, infrastructure, and regulatory climate that support and sustain economic development.
- Devising economic development strategies to help communities expand and/or diversify their economic base.
- Conducting comprehensive real estate market analyses to determine the types of business and square feet of space within a defined market area that can be supported, and translating those findings into recommended land uses or business mix.
- Preparing public participation plans and facilitating neighborhood, community and region wide meetings to solicit community and stakeholder input.
- Identifying funding mechanisms, partnerships, and incentives that aid implementation.
- Creating benchmarks and performance measures to evaluate plan implementation.

Following is a select list of specific project examples demonstrating our experience.

BUSINESS DEVELOPMENT

- City of Peoria Higher Education Market Analysis - surveyed private higher education institutions across the U.S. to learn about their future expansion plans, and generated a list of leads.
- City of Mesa Higher Education Attraction Program - drafted a Request for Information and prepared a list of targets that met the city's criteria.

- Targeted Industry Marketing Implementation - recruitment initiative aimed at California Aerospace companies for Salt River Project.
- State of New Mexico Business Attraction Program - devised and implemented a recruitment program aimed at mid-western and California companies.

RE-USE STRATEGY DEVELOPMENT

- City of Mesa Health Care Feasibility Study and Plan - focused on Downtown vacant sites and underutilized buildings.
- Former Williams Air Force Base Re-Use Strategy - studied the reuse potential of facilities and uncovered potential projects.
- Scottsdale Fifth Avenue Analysis - prepared an existing conditions report and provided recommendations on improving the merchandising mix of tenants and addressed design issues, redevelopment and incentives.
- Falcon Field Employment Study - evaluated parcels and buildings, identified potential targets, and devised strategies to help the city enhance job creation efforts.

Colliers International

When you choose Colliers International you can be confident that you are working with the best in the business. Our integrated services platform combines dedicated, accountable professionals, process management, technology and market knowledge with world-class service to deliver the best possible outcome for our clients.

Upon selection of the ESI Consultant Team, Colliers will assemble a group of local experts, who will work with the team and Peoria staff to help identify the highest and best uses for the individual properties and the targeted industries. In addition to local experts, we may also solicit the assistance of Colliers National Practice Groups for additional information.

Our successful track record in working with end users results from the depth of experience of our qualified team of experts. Below is a list target industries that we offer specialization in, along with the team member that we will call upon to assist us in each industry category. This list is preliminary and may include other specialists that are not listed.



Corporate HQ and Centers of Excellence: Bill Owens, SIOR Bill is the Executive Managing Director of our Integrated Client Services group for the Southwest Region of the U.S. He has been with Colliers over 24 years and has specialized in corporate real estate and portfolios. An abbreviated list of Bill's corporate clients include: On Semiconductor, Toyota, General Motors, Phillips Electronics, and more.

Advanced Business Services and Data Centers: Charles Miscio, Sr. V.P. Charles has been in commercial real estate for over 20 years and has focused primarily on the Phoenix Core markets. He has in depth knowledge of working with major industries on Advanced Business Services and Data Centers. Charles is consistently in the Top Producers category for Colliers U.S. and has extensive knowledge in the industry. (Gregg McMillian is Charles' partner)

R & D and Manufacturing: Colliers has a variety of brokers that are knowledgeable in this area and can be of assistance. The final selection of buildings will be the determining factor on who would be the best candidates to assist.

Bioscience: Colliers has a bioscience group established in our San Diego office that would be tapped specifically for this purpose.

Alternative Energy: Matt Fitz-Gerald, Sr. Associate Matt is the team leader of Colliers International's Alternative Energy Network, which provides integrated real estate solutions include the sale and leasing of manufacturing, assembly, corporate headquarters, satellite offices and land acquisitions. (Tom Knaub also has participated on this group and can be used as a backup to Matt)

Telecommunications: Colliers has a national practice group that specializes in telecommunications. We will solicit their assistance in identifying site location drivers and end users.

Retail: Larry Ortega is a Sr. Vice President of retail properties for Colliers. He brings over 30 years of industry experience and has a wealth of experience in site selection, development, redevelopment, disposition, leasing and strategic planning. Larry is currently partnering with his son Daniel and they specialize in lifestyle centers.

Health Care: Fletcher Perry, Sr. Associate Fletcher specializes in office tenant representation in the medical and healthcare-related industries. He is a member of the national Healthcare Services Group for Colliers.

Higher Education: Todd Noel, CCIM Todd is a Senior Vice President with Colliers and has focused his time in becoming our expert in the education field. Todd has consistently exceeded all standards and since joining Colliers in 2007 has been one of the top 15 producers of our office and also ranking #15, nationwide. Todd has extensive knowledge in the education field and can also be supported by our National Education Services Group.

Rider Levett Bucknall

Rider Levett Bucknall offers a dynamic Building Assessment approach, with thorough investigations into a property's strengths and weaknesses. Due Diligence should be conducted on all property acquisition or investment transactions, focusing on the property's physical, financial & legal aspects. This ensures that shortcomings are revealed to the prospective Owner / Investor when that information can make a difference.

STATE OF ARIZONA

In 2002, the State of Arizona was in the midst of a budget crunch and State legislators were searching for innovative ways to save money. Rider Levett Bucknall worked in partnership with lawmakers to introduce the RELifing® methodology as a tool for determining whether to fund a replacement building. The resultant bill was adopted as Arizona state legislation in 2004 and endorsed by the American Legislative Exchange Council as model legislation for all 50 states. Over a six-month period in 2004, RELifing® studies were conducted on 80 Arizona State buildings, including those for the Arizona Department of Administration, Arizona Department of Juvenile Corrections, Arizona State Hospital, and Arizona School Facilities Board. Not only did this analysis result in a more sustainable approach to development for the state, but it also saved Arizona taxpayers over \$26 million during those six months.



ARIZONA STATE MEDICAL LABORATORY BUILDING

In 2004, a new, larger State Medical Laboratory was built, leaving no use for the existing 27,100 square foot building constructed in 1976. Through a RElifying® study, including an inspection of the current condition of various building components and their life expectancies, Rider Levett Bucknall determined that investment of approximately \$4.9 million would allow continued use of the building for another 35 years. Additionally, during field investigation it was noted the external façade of the building comprised pre-cast windowless concrete panels which were bolted to the slab edges. Rider Levett Bucknall recommended removing these already-failing panels and converting this existing laboratory into an office building for the adjoining technology building, which was overcrowded and in need of additional office space.

Stella Polaris

As the Principal of Stella Polaris, Mr. Vlaming’s wide range of planning expertise is based on his extensive experience in general/comprehensive planning, redevelopment/revitalization planning; master planning/entitlements, and park, recreation, trails, and open space planning. Below is a select list of specific project examples that demonstrate his ability in property assessment.

CRESLEIGH VILLAGE ON THE PARK

Mr. Vlaming served as a project planner on the redevelopment of the existing Holiday Inn Hotel and Restaurant into a mid-rise residential project on an approximate five acre site in downtown Phoenix. The project was envisioned to capitalize on the adjacency of light rail service on Central Avenue, and Steele Indian School Park to the east. The limited site area and related provisions of parking, circulation and infrastructure needs were successfully addressed to provide additional residents with accessible circulation and recreation amenities.

TERRASANTE

Mr. Vlaming served as the project planner for the major general plan amendment coordination/approval for this 2,400 acre planned area development in

southwest Goodyear. He worked closely with all other team members to coordinate initial circulation and parking layouts, land parcelization, parks and open space siting and utility demands.

VISTANCIA SOUTH PLANNED COMMUNITY DISTRICT/VILLAGE D SPECIFIC PLAN

Mr. Vlaming served as the project planner on a multi-discipline team to revise and update the portion of the existing adopted Planned Community District for the “urban village” within Vistancia South. This portion of the Planned Community comprises approximately 640 acres and involved an extensive land use, transportation, and utility programming and phasing to set the stage for the employment and higher density component of this mixed use village within northern Peoria.

NGH Consulting

NGH worked with the City of Peoria’s Economic Development Department in 2009/2010 and prepared a study that provided a high-level understanding of the healthcare and biotech landscape in and around the City at that time. It defined an approach to attracting and managing biotech opportunities along with a preliminary funding mechanism. This study also introduced the City to potential partners, some of which are involved with Peoria’s Biotech Initiative today.

NGH also worked with ESI Corporation to define potential economic development opportunities for another local municipality in healthcare and the life sciences. This engagement identified and described current healthcare assets, including traditional healthcare providers as well as current biotech research and educational developments. NGH and ESI introduced the City to exciting innovations at the Mayo Clinic, Banner Health, M.D. Andersen Cancer Center, A.T. Still University, and several others.

Regarding other relevant experience, NGH regularly performs market studies and needs assessments as nearly every business plan, service line development strategy, joint venture, merger, etc. requires a thorough understanding of the market.



CITY OF MESA HEALTHCARE FEASIBILITY STUDY AND BUSINESS DEVELOPMENT STRATEGY

Scope of Work: Asset Inventory, Market Analysis, Review of Healthcare and Life Sciences Landscape, Comparative Analysis, and Recommended Business Development Strategies.

CITY OF PEORIA HEALTHCARE/BIOTECH CONCEPT STRATEGY

Scope of Work: Situational Analysis, Review of Healthcare and Biotech Landscape, Comparative Analysis, SWOT Analysis, and Discussion of Potential Opportunities.

JOHN C. LINCOLN HEALTHCARE REFORM ANALYSIS AND BUSINESS PLANNING

Scope of Work: Market Assessments for select service lines - Cardiac Services, Minimally Invasive Surgery, Orthopedics, and Women’s Services and Community Health Needs Assessment.

- **Project:** Healthcare Feasibility Study and Healthcare and Life Sciences Recruitment Strategy, Phases 1 and 2
- **Scope of Work:** Asset Inventory, Market Analysis, Review of Healthcare Landscape, Comparative Analysis, target industry identification, Healthcare and Life Sciences Recruitment Strategy
- **Annual Value:** \$124,072

APS

Ms. Evelyn Casuga, General Manager, Community Development & Customer Offices
 P.O. Box 53999
 Phoenix, AZ 85072
 (602) 250-3340

- **Project:** Pinal Sun Corridor, Focus on Success, Economic Development Strategic Plan
- **Scope of Work:** Economic base analysis, SWOT, stakeholder interviews, industry target/cluster analysis, development of an economic development strategic plan and Board presentation.
- **Annual Value:** \$41,000

REFERENCES

ESI CORP REFERENCES

City of Peoria, Economic Development Department
 Ms. Maria Laughner
 Business & Real Estate Development Manager
 9875 N. 87th Avenue
 Peoria, AZ 85345
 (623) 773-5121

- **Project:** Higher Education Market Feasibility and Economic Impact Analysis
- **Scope of Work:** Assessment of sites and buildings, survey of higher education institutions in the U.S., inventory of existing higher education institutions in metro Phoenix, economic impact analysis of likely scenarios, recommendations and lead generation
- **Annual Value:** \$60,000

City of Mesa
 Ms. Jaye O’Donnell
 Marketing and Business Development
 20 East Main St., #200
 Mesa, AZ 85021
 (480) 644-2398

RLB REFERENCES

University of Arizona
 Ralph Banks
 PO Box 210300
 Tucson, Arizona 85721
 (520) 621 3326

- **Construction Dollar Value:** \$5.5 million
- **Scope of Work:** RELifing® study for the aging 40,000 square foot Franklin Building, University of Arizona’s original law school and home to the journalism department for the last 27 years. With costs of renovation in excess of \$5.5 million, the school opted to demolish the 46 year old building at a cost of \$896,000 to make way for a new consumer sciences facility.

Northern Arizona University
 Paul Davila
 South San Francisco Street
 Flagstaff, AZ 86011
 (928)-523-6739



Construction Dollar Value: \$15.5 million

Description: College of Business, and Building 70, Compiled a RELifing® study and immediate repairs estimate for the renovation of the University's College of Business structure and assessment of a 72,000 square foot building

NGH REFERENCES

John C. Lincoln Health Network

Ms. Jackie Rice
Director, Network Planning
2500 W. Utopia Road
Phoenix, AZ 85027
(623) 215-5523

Projects: Multiple

Scope of Work: Healthcare Reform Analysis (October 2010), Business Planning (November 2010), Market Assessments for select service lines - Cardiac Services, Minimally Invasive Surgery, Orthopedics, and Women's Services (October 2010 – February 2011) and Community Health Needs Assessment (current)

City of Peoria, Economic Development Department

Ms. Maria Laughner
Business & Real Estate Development Manager
9875 N. 87th Avenue
Peoria, AZ 85345
(623) 773-5121

Project: Healthcare/Biotech Concept Strategy

Scope of Work: Situational Analysis, Review of Healthcare and Biotech Landscape, Comparative Analysis, SWOT Analysis, and Discussion of Potential Opportunities

STELLA POLARIS REFERENCES

City of San Antonio

Mr. Patrick Howard, AICP, Deputy Director
Department of Planning and Community Development
1901 S. Alamo
San Antonio, TX 78204
(210) 207.7833

Project: North Sector Plan (Portion of City's Comprehensive Plan)

City of Goodyear

Mr. Harvey Krauss
Development Process Administrator

195 N. 145th Avenue, Building D
Goodyear, Arizona 85338
(623) 932.3005

Project: Goodyear General Plan Update 2003-2013

CLIENT ASSISTANCE

- Calendar all staff and council meetings as requested.
- Provide contact information for the buildings.
- Review draft materials in a timely fashion.

BUDGET AND TIMEFRAME

In costing out the services under this re-use implementation strategy proposal, we have prepared a base budget, which encompasses tasks that are required regardless of the number of buildings being evaluated, and a cost per building budget to reflect the tasks associated with the property owner meetings, broker opinion of value, and building assessment and site feasibility.

As noted in our project approach, ESI Consultant Team is pursuing all nine buildings. Our base budget for this scope of services is \$79,905 and the cost for conducting due diligence on one of the nine building is \$14,725. If the ESI Consultant Team was selected to prepare a re-use implementation strategy for all nine buildings, the total cost would be \$210,855.

Following is a fee schedule reflecting the tasks, number of hours by task, milestones and base budget fee and per building fee for this engagement.

The timeframe for the completion of this work is 120 days, which reflects conducting due diligence on all nine buildings. In developing the timeframe, we assume that the meetings will be scheduled as depicted in the timeline. If staff meetings or City Council meetings can't accommodate this schedule, the timeframe may have to extend beyond the 120 days. Our detailed timeline depicting meetings and deliverables is after the fee schedule.



Base Budget and Scalable Fee for Building Due Diligence

Work Scope Tasks and Milestones	Hours	Per Bldg	Total Hours	Base Fee	Per Bldg Fee
Phase 1 - Project Kick-off	36	16	52	\$ 5,230	\$ 2,050
Kick-off meeting	10	0	10	\$ 1,480	\$ -
Property owner meetings	0	4	4	\$ -	\$ 550
Short-list of buildings for further evaluation	4	0	4	\$ 550	\$ -
Meeting with City Staff to present building short list	10	0	10	\$ 1,450	\$ -
Broker opinion of value	2	12	14	\$ 300	\$ 1,500
Optional Council Sub Committee Briefing	10	0	10	\$ 1,450	\$ -
Phase 2 - Industry Target Assessment and Market Analysis	333	0	333	\$ 46,230	\$ -
Key site location criteria	109	0	109	\$ 15,400	\$ -
Peoria market assessment	100	0	100	\$ 12,500	\$ -
Identify deficiencies per industry target	80	0	80	\$ 11,480	\$ -
Identify preliminary targets for each building	32	0	32	\$ 5,000	\$ -
Preparation and Meeting with City Staff	12	0	12	\$ 1,850	\$ -
Phase 3 - Site and Building Assessment	74	116	190	\$ 10,390	\$ 12,500
Site and building assessment report	32	0	32	\$ 4,520	\$ 12,500
Refinement of targeted re-use per building	10	0	10	\$ 1,450	\$ -
Preparation and Meeting with City Staff	16	0	16	\$ 2,260	\$ -
City Council study session	16	0	16	\$ 2,160	\$ -
Phase 4 - Building Re-Use Implementation Strategy Plan	115	0	115	\$ 16,655	\$ -
Building re-use implementation strategic plan report	50	0	50	\$ 7,370	\$ -
List of End Users	33	0	33	\$ 4,525	\$ -
Preparation and Meeting with City Staff	8	0	8	\$ 1,200	\$ -
Council Sub Committee Briefing	10	0	10	\$ 1,480	\$ -
City Council study session	10	0	10	\$ 1,480	\$ -
City Council presentation	4	0	4	\$ 600	\$ -
Optional Phase 5 - Business Development				\$ -	\$ -
Marketing	0	0	0	\$ -	\$ -
Total	558	132	690	\$ 78,505	\$ 14,550
				Reimbursable Expenses	\$ 1,400
				Total Fee and Expenses	\$ 79,905
					\$ 14,725



Peoria Building Re-Use Implementation Strategy Timeline

	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Phase 1 - Project Kick-off																			
Kick-off meeting		X																	
Property owner meetings																			
Meeting with City Staff					X	O													
Broker opinion of value																			
Optional Council Sub-Committee Meeting								X											
Phase 2 - Industry Target Assessment and Market Analysis																			
Key site location criteria																			
Peoria market assessment																			
Identify deficiencies per industry target																			
Identify preliminary targets for each building											O								
Meeting with City Staff											X								
Phase 3 - Site and Building Assessment																			
Site feasibility																			
Building assessment																			
Site and building assessment report														O					
Refinement of targeted industry per building														O					
Meeting with City Staff														X					
Phase 4 - Building Re-Use Implementation Strategy Plan																			
Building re-use strategy plan report															O				
List of end users															O				
Meeting with City Staff																X			
Council Sub-Committee briefing																	X		
City Council study session																		X	
City Council presentation																			X
Optional Phase 5 - Business Development																			
Marketing (ongoing after the 120 days)																			

X = Meetings
O = Deliverables

APPENDIX A – RESUMES



Judie A. Scalise

Founder, Principal
ESI Corporation

1990 – Present, ESI Corp
Principal and Founder
(Phoenix, AZ)

1988 - 1990 Phoenix
Economic Growth
Corporation, Executive
Director, Deputy Director
(Phoenix, AZ)

1986 - 1988 Security
Pacific National Bank of
Arizona, Vice President and
Manager, Industrial &
Economic Development
Department (Phoenix, AZ)

1979 - 1986 Arizona
Department of Commerce,
Director Business and Trade
Division (Phoenix, AZ)

Professional Affiliations

International Economic
Development Council

Arizona Association for
Economic Development

Urban Land Institute

California Association for
Local Economic
Development

Professional Accreditation

BS Public Administration
University of Arizona

Economic Development
Institute
University of Oklahoma

Certified Economic
Developer (CEcD)

ESTABLISHED EXPERT THAT DELIVERS RESULTS

A pioneer of economic development analytics with 30 years of established market expertise, Judie has authored more than 500 economic studies. Peer recognition of Judie's portfolio of work includes industry leadership roles and notable distinction.

- International Economic Development Council past Chairwoman
- Past President of the Arizona Association for Economic Development
- Urban Land Institute and American Institute of Architects Technical Advisor
- California Association of Local Economic Development Board of Directors
- Arizona Rural Economic Development Council Board of Directors

Government agencies, corporations, private developers, school districts and utility companies leverage Judie's depth of relevant experience and expertise.

SPECIALIZED EXPERTISE

- Market analysis and highest and best use
- Project proforma analysis
- Economic and fiscal impact assessment
- Economic development planning

NOTABLE PROJECT EXPERIENCE

- Market feasibility and financial pro-forma for a mixed use development in downtown Tucson
- Real estate market studies on Arizona State Land Department holdings in North Scottsdale, North Phoenix and Peoria
- South Jordan, Utah Growth Model and Absorption Study
- City of Peoria Higher Education Market Analysis
- City of Avondale-State Route 801 Corridor Alignment Fiscal Impact Analysis
- Sun Valley Commercial Development Demand Analysis
- City of Mesa Health Care Feasibility Study and Plan
- Absorption study for a master planned age-restricted development in Roseville, California
- Market Analysis for several Assisted Living Facilities in Arizona
- Market Analysis and consumer research for Civano Solar Village in Tucson



Michael B. Bell

Urban Planning &
GIS Management
ESI Corporation

Experience

2008 – Present ESI Corp
(Phoenix, AZ)

2006 – 2008 WRG
Design Planner (Portland,
OR)

2005 – 2006 City of
Mesa Planner II (Mesa, AZ)

2001 – 2005 ESI Corp
GIS Specialist/Planner
(Phoenix, AZ)

Professional Affiliations

American Planning
Association

Arizona GIS Users Group

Professional Accreditation

MA Urban and
Environmental Planning
Arizona State University

BA Geography
Rutgers University

SPECIALIZED EXPERTISE

A multi-dimensional focus on economic dimensional planning complements Michael's expertise in industry leading technology applications. A decade of industry immersion provides an advantageous portfolio of skills and recognized scientific expertise of note.

- Geographic Information Specialist
- Entitlements, site feasibility, and due diligence
- Site planning and ordinance interpretation
- Spreadsheet modeling and thematic mapping
- Cartography and spatial modeling
- Geographic and urban planning principles
- Socio-economic market analysis

Public and private sector experience in site planning and land use entitlement are geographically focused in the Southwest and Pacific Northwest United States, delivering specialized expertise to your project. A proven ability to successfully navigate local, regional and federal government entities empowers Michael to shepherd projects throughout the development process.

PROVEN VERSATILITY

Michael's project management portfolio includes: health care; educational facilities; retail developments; residential, mixed use and industrial projects. Complementary expertise in regulatory, ordinance and entitlement programs balance Michael's program achievements.

Exposure and mastery of the political and administrative dynamics of private and public project management offer demonstrable value to ESI clientele.

NOTABLE PROJECT EXPERIENCE

- Merced County, California – Technology Infrastructure Assessment, Utility Master Plan and Industrial Site Strategy
- Town of Fountain Hills – Retail Market Analysis
- City of Peoria, Arizona – Downtown Revitalization Plan
- Hillsboro School District – Process planning and zoning applications for three new school campuses
- Mesa, Arizona – Process several general plan amendments and planning and zoning applications
- City of Yuma, Arizona – Carver Park Neighborhood Redevelopment and Implementation Plans
- Phoenix Center for the Arts – Market Study
- Pima County – Ajo Plaza Market Study
- City of Florence, Arizona – Downtown Redevelopment Plan



Jackie Lundblad

Areas of Expertise

Healthcare Industry:

- Not-for-profit hospitals
- Physician groups
- Payors
- Governmental Agencies
- Professional Societies
- Consulting Firms

Functional:

- Executive Leadership
- Project Management
- Process Redesign
- Planning
- Change Enablement
- Facilitation

Project Experience:

- Organizational Development
- Strategic Planning
- Clinical Program Development and Implementation
- Revenue Cycle Redesign
- Supply Chain Transformation
- Financial Feasibility Studies

Memberships

- American College of Healthcare Executives
- Healthcare Financial Management Association

SUMMARY

Over 25 years of progressive experience in the Healthcare Industry as a consultant (16 years) and hospital executive (11 years). Greatest strength is understanding the business and how to use key organizational levers (strategy, structure, operations, revenue, and cost management) to achieve success.

PROFESSIONAL EXPERIENCE

NGH Consulting, Phoenix, Arizona 2/09 – Present

Principal/Owner

- Managing a consulting firm geared toward designing and implementing next generation solutions for the healthcare industry. Key areas of focus include:
 - Strategic planning
 - Service line development (*ambulatory care, cardiology, emergency medicine, oncology, orthopedics, women's health*)
 - Physician alignment strategies including co-management
 - Marketing and sales strategies
 - Turnaround strategies incorporating simulation modeling and Lean Six Sigma
 - Board education
 - Healthcare/biotech economic development strategies
 - Wellness/population health solutions

Sun Health Corporation, Sun City, Arizona 7/04 – 9/08

VP Strategic Planning

- Responsible for guiding the future strategic direction for Sun Health Corporation, a vertically-integrated healthcare system.
- Focused on developing strategies for expanding and differentiating Sun Health in a rapidly growing and highly competitive market. Some of the major initiatives completed were:
 - Developing and implementing service line planning
 - Working with local cities to develop a Biotech concept
 - Defining an ambulatory strategy for Sun Health
 - Negotiating service agreements with healthcare partners (e.g., Phoenix Children's Hospital)

Acting VP Physician Services (3/08 – 9/08)

- Managed a \$10M operation consisting of:
 - 60 employed and contracted physicians (Primary Care, General Surgery, Neurosurgery, OB/GYN, and Urgent Care)
 - Clinic practice operations
 - Patient financial services including managed care contracting
- Initiated a turnaround plan to reduce significant financial losses which focused on improving managed care contracting, revenue realization, staffing, physician leadership, and compensation.

Jackie Lundblad

BearingPoint, Inc., Phoenix, Arizona 7/02 – 7/04

Director

- Managed the supply chain and strategy practices for the Western Region Healthcare Practice of this multi-national consulting firm established from the merger of Arthur Andersen's Business Consulting Unit and KPMG Consulting in 2002.
- Responsible for annual sales of \$2 to \$3 million.
- Served as the project manager and client service executive on projects involving: strategic planning, TPA development, organizational structure, revenue enhancement, and non-labor cost reduction.

Arthur Andersen, Phoenix, Arizona, 10/96 – 7/02

Principal

- Directed the development of the Healthcare Consulting Practice for Andersen's Phoenix Office to establish clients in Arizona, New Mexico and Nevada.
- Generated \$2 million in annual sales from hospital clients, physician group practices, professional associations, managed care companies, device companies, state agencies and Native American Tribes.

duPont Hospital for Children, Wilmington, Delaware 11/89 - 9/96

Assistant to the Medical Director

- Integrally involved in expanding duPont from pediatric orthopaedics to full-service pediatrics including primary care, which included clinical program development and implementation and infrastructure development.

Oberfest Associates, Philadelphia, Pennsylvania 1/88 – 11/89

Consultant

- Served as a member of a 10-person consulting firm focused on healthcare strategy and facility planning for hospitals.

Ernst & Whinney, Phoenix, Arizona 9/84 – 12/87

Senior Consultant

- Managed the **Market Analysis** financial feasibility studies and business plans.

EDUCATION

- Bachelor's of Science in Biology, Bucknell University, 1981
- Master's Health Administration, Duke University, 1983
- Faculty Associate, Arizona State University, 2008 to present
 - Responsible for developing and teaching Facilities Planning and Management to approximately 180 undergraduate students.



Bob Mulhern

MANAGING DIRECTOR | GREATER PHOENIX



bob.mulhern@colliers.com

EDUCATION AND QUALIFICATIONS

Master of Business Administration
Arizona State University

Bachelor of Science in Business Administration
Arizona State University

AFFILIATIONS AND MEMBERSHIPS

National Association of Office & Industrial Properties (NAIOP)

NAIOP Arizona Chapter
Current Board Member
Past President

Certified Property Manager Designation

CONTACT DETAILS

DIR +1 602 222 5038
FAX +1 602 222 5001

Colliers International
2390 E Camelback Road
Suite 100
Phoenix, AZ 85016

www.colliers.com

www.colliers.com/greaterphoenix

AREA OF EXPERTISE

Bob Mulhern is Managing Director of Colliers International in Greater Phoenix, a full-service commercial real estate firm providing integrated services to clients locally and globally for more than 30 years. Bob manages the brokerage operations of two offices located in Phoenix and Scottsdale, with more than 100 professionals.

Bob is focused on fully integrating the platform of services offered through Colliers' business lines and partner firms, including Real Estate Management Services (REMS), Valuation & Advisory, Cohen Financial, and Rossmar & Graham (the largest community management firm in the country). His goal is to deliver superior services to clients and assist with all their commercial real estate requirements, regardless of location.

Bob is a well-respected industry veteran with more than 25 years experience and a highly successful track record managing brokerage, development and property management organizations.

PROFESSIONAL ACCOMPLISHMENTS

Bob is a past president of the Arizona Chapter of NAIOP and current board member. He has received five "Best of NAIOP" development awards.

Significant developments include:

- Tosco Building, Tolleson – 240,000 SF industrial distribution
- Bechtel Building, Glendale – 150,000 SF office building

- Reliance Loop 101 Project, Peoria – 180,000 SF industrial showroom
- Reliance Northsight – 138,000 SF three-story, Class A office

BUSINESS BACKGROUND

Prior to joining Colliers, Bob was president of Reliance Companies for five years. Reliance is a Phoenix area development firm that specializes in office and industrial development and property management. Previously, he was vice president of development for four years at Ryan Companies, a nationally recognized developer, design-builder and real estate manager. His experience also includes six years at CB Richard Ellis in Phoenix, where he was the senior managing director and designated broker. In addition to brokerage and development experience, Bob has managed more than 10 million square feet of commercial inventory.

COMMUNITY INVOLVEMENT

- Veritas Preparatory Academy - Founding Board Member, Board President
- Great Hearts Academies - Founding Board Member, Treasurer





William B. Owens SIOR

EXECUTIVE MANAGING DIRECTOR
INTEGRATED CLIENT SERVICES | CORPORATE SOLUTIONS



bill.owens@colliers.com

EDUCATION AND QUALIFICATIONS

Northern Arizona University

AFFILIATIONS AND MEMBERSHIPS

Society of Office and Industrial Realtors (SIOR)

CoreNet Global

CONTACT DETAILS

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AREA OF EXPERTISE

Bill is the Executive Managing Director of Integrated Client Services for the Southwest Region. Since joining Colliers International in 1988, he has specialized in transaction and corporate real estate portfolio account management on both a national and global level for tenants and corporate end users. As Managing Director of Corporate Solutions, Bill plays a key role in managing the team's daily operations involving tenant representation, transaction management, portfolio management, consulting and related advisory services.

Bill's experience and extensive market knowledge allow him to deliver the highest level of service to his clients in all facets of their corporate real estate endeavors which include managing requirements for new locations, renewals and dispositions as well as containment of overall real estate costs within client portfolios. In an era where we are regularly being faced with new challenges in the real estate market, Bill proactively explores industry trends and market conditions from all angles, to ensure that his clients have the information needed to capture opportunities that will demonstrate value in their real estate projects and investments.

Bill knows how to improve risk-adjusted returns by managing operating costs and maximizing the client's occupancy experience. In addition, Bill recognizes that success in today's dynamic marketplace takes additional steps in building relationships with clients by collaboratively creating strategic initiatives within the client's portfolios, providing flexibility in obtaining

the client's financial objectives, and developing a full understanding of design and building requirements that align with the client's business model.

As a Corporate Solutions expert, Bill becomes an integral and valued member of his clients' real estate teams. He enhances a client's ability to evaluate risks and reward across a range of financing and investment options, improving capital allocation and portfolio management. Bill's experience and impressive level of knowledge, service and responsiveness have allowed him to develop strong professional relationships with a multitude of global innovators, leaders and cites. He has demonstrated time and time again that interacting with his clients, establishing their trust, and adding value to their operations is what he most enjoys.

PROFESSIONAL ACCOMPLISHMENTS

- The team has acquired and disposed of more than 500 million square feet of improved property on behalf of its clients.
- AZRE Real Estate & Development Award, Best Industrial Building – 2009
- Colliers International – Greater Phoenix: #4 Top Producer and #2 Team in 2008
- Colliers International – MCA Award for the largest industrial transaction worldwide – 2001
- Colliers International – Greater Phoenix: #5 Top Producer in 1995

BUSINESS BACKGROUND

Bill joined Colliers in 1988 and has over 20 years experience in corporate real estate.

Accelerating success.



William B. Owens SIOR

EXECUTIVE MANAGING DIRECTOR
INTEGRATED CLIENT SERVICES | CORPORATE SOLUTIONS

bill.owens@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

General Motors – Global Point of Contact / North American Transaction Management

Home Depot in their acquisition of a new manufacturing warehouse in Phoenix, Ariz.

Toyota Financial Services in acquiring their data center in Tempe, Ariz.

Toyota Motor Sales in acquiring their data center in Phoenix, Ariz.

ON Semiconductor in disposing of their East Greenwich, RI, semiconductor plant

ON Semiconductor in disposing of their Guadalajara, Mexico, semiconductor plant

Circuit City Stores, Inc., in acquiring three customer service call centers in Tempe, Ariz.

Philips Semiconductor in disposing of their excess Tempe, Ariz., office space.



William S. Littleton SIOR, MCR

SENIOR VICE PRESIDENT | CORPORATE SOLUTIONS



bill.littleton@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Science
Real Estate & Finance
Arizona State University

Master of Corporate Real
Estate (MCR), CoreNet
Global

AFFILIATIONS AND MEMBERSHIPS

Society of Office and
Industrial Realtors (SIOR)

CoreNet Global

CONTACT DETAILS

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AREA OF EXPERTISE

Bill Littleton is a member of the Corporate Solutions Group (CSG) and specializes in transaction and portfolio management for national and global corporate real estate clients. Bill is committed to providing the highest level of service and continually strives to strategically align his clients' corporate real estate and core business objectives.

PROFESSIONAL ACCOMPLISHMENTS

Bill has leased and sold in excess of \$500 million of industrial and office properties throughout North America, EMEA and Asia/Pacific.

- 2009 - Received AZRE RED Award for Best Industrial Project.

Colliers International Recognition:

- 2011 - Ranked as the #2 Top Producer and the #4 Team in Greater Phoenix
- 2010 - Ranked as The #2 Top Producer and #4 Team in Greater Phoenix
- 2009 - Ranked as the #7 Top Producer in Greater Phoenix
- 2008 - Ranked as the #2 Top Producer and #2 Team in Greater Phoenix
- 2008 - Ranked as the #7 Top Producer in the United States
- Since 1997, consistently ranked as a Top Producer by Colliers International
- Awarded the Colliers International MCA Award in 2001 for having successfully executed the Largest Industrial Transaction worldwide

BUSINESS BACKGROUND

Bill joined Colliers in 1986 and has more than 25 years experience in corporate services.

Accelerating success.



William S. Littleton SIOR, MCR

SENIOR VICE PRESIDENT | CORPORATE SOLUTIONS

bill.littleton@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

AVNET, Inc. – 176,000 SF headquarters relocation from Los Angeles to Phoenix

AVNET Technology Services – 132,000 SF divisional headquarters build-to-suit, Tempe

AVNET Technology Services - 228,000 SF international/logistics center, Chandler

Konica Minolta

ON Semiconductor

Siemens – U.S. Filter

National Waterworks



Charles A. Miscio

SENIOR VICE PRESIDENT | OFFICE PROPERTIES



charles.miscio@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Arts, Economics & Art History, College of William & Mary

Economic Studies and Socialized Medicine, Cambridge University, England

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AREA OF EXPERTISE

Charles Miscio is a Senior Vice President with Colliers International, specializing in office properties in the Phoenix Central Business District (CBD). During more than 20 years in the commercial real estate industry, Charles has focused on the Phoenix core markets. He excels in diagnosing a company's strategic, organizational and financial objectives criteria to select and negotiate the optimal real estate solution. Charles joined Colliers in 2007.

PROFESSIONAL ACCOMPLISHMENTS

Charles has consistently been recognized as one of the industry's leading professionals. In 2009, Charles' team was named by Colliers the #1 Top Producers and the #1 Office Team in Greater Phoenix. Within the United States, his team was ranked by Colliers as the #6 Top Producers for office properties and the #15 Top Producers for all specialties.

BUSINESS BACKGROUND

Prior to joining Colliers, Charles was with CB Richard Ellis, where his focus was directed exclusively to institutional agency work.

COMMUNITY INVOLVEMENT

- Phoenix Community Alliance
- Phoenix Children's Hospital
- USA Hockey
- Desert Youth Hockey Association
- St. Francis Xavier
- Phoenix Country Club



Charles A. Miscio

SENIOR VICE PRESIDENT | OFFICE PROPERTIES

charles.miscio@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

Represented the following landlord clients: GE Capital, The Muller Company, The Koll Company, and Crown West Realty.

One 11 Tower, 111 W. Monroe Street, Phoenix – 255,477 RSF

Central Park Square, 2020 N. Central Avenue, Phoenix – 247,911 RSF

Phoenix Corporate Tower, 3003 N. Central Avenue, Phoenix – 445,811 RSF

Phoenix Professional Tower, 3033 N. Central Avenue, Phoenix – 140,840 RSF

Yunan Central Plaza, 4041 N. Central Avenue, Phoenix – 405,288 RSF

501 N. 44th Street, Phoenix – 102,185 RSF

3333 E. Camelback Road, Phoenix – 91,758 RSF

Fairmount Square, 3845-3875 N. 44th Street, Phoenix – 43,875 RSF

Missouri Falls, 645 E. Missouri Avenue, Phoenix – 187,648 RSF

Camelwest, 1951-2001 W. Camelback Road, Phoenix- 174,798 RSF

Crescent Corporate Center, 2400 W. Dunlap Avenue, Phoenix – 110,874 RSF

Arizona Business Park, 15451 N. 28th Avenue, Phoenix – 25,000 RSF

Arizona Business Park, 16454 N. 28th Avenue, Phoenix - 26,625 RSF

Pointe at South Mountain, 8222 S. 48th Street, Phoenix - 109,310 RSF

Charles A. Miscio

SENIOR VICE PRESIDENT | OFFICE PROPERTIES

charles.miscio@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

Exclusive agency representation of the following companies:

Angelo, Gordon & Co., The Alter Group, Amerimar Enterprises, Inc., The Arizona Cardinals, Arizona State Credit Union, The Vazza Company, Fenway Properties LLC, Fidelity Investments, GE Capital, The Carlyle Group LLC, ING, Maguire Partners, NBS Real Estate Capital, Patrinely Group LLC, The Principal Financial Group, Commonwealth Capital Ventures, The Koll Company, Equity Office, Crown West Realty LLC, KBS Realty Advisors, The Ellman Companies, Credit Suisse Group, The Muller Company, Travelers Insurance, Parkway Properties, Inc., BlackRock Realty Advisors, Inc. (SSR Realty Advisors), The Krausz Companies, Inc., & USAA.

Charles has facilitated and assisted in the following investment sales over the past five years: Younan Central Plaza - \$40 million; September 2010; Phoenix Corporate – \$69.3 million, June 2007; Chase Tower – \$167 million, March 2007; 111 Monroe – \$40 million, January 2007; Westgate – \$16.7 million, February 2007; 2120 N. Central - \$15.5 million, August 2006; Viad Tower - \$105.5 million, June 2006; US Bank Tower - \$66.3 million, May 2006; Qwest Tower - \$72 million, February 2006; One11 Monroe – 20 million, February 2006



Kim Soulé
Vice President | Private Capital Advisors

Colliers International
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AFFILIATIONS

Certified Commercial
Investment Member (CCIM)

Real Estate Advisory
Investment Council

National Association of
Industrial & Office
Properties (NAIOP)

Arizona Association
for Economic
Development (AAED)

Southwestern Business
Finance Corporation

Valley Partnership

Arizona Town Hall

The Centers for
Habilitation (TCH)

Maximizing Value
Minimizing Risk
Accelerating
Transaction Velocity

www.collierspca.com
www.colliers.com/phoenix

COMPANY EXPERIENCE

Kim Soulé was hired by Colliers International in March, 2002, as a sales associate. During this time, Kim handled a variety of sales and leasing transactions in the Phoenix Metropolitan area. In 2005, Kim was asked to join Colliers Private Capital Advisors (PCA), which specializes in representing buyers and sellers of commercial real estate. Her expertise has further expanded to office and industrial properties throughout the valley.

PROFESSIONAL ACCOMPLISHMENTS

Kim is a charter member and Advisory Board member of the Colliers International Private Capital Advisors (PCA) team. Through a commitment to delivering multi-market breadth of service and local market depth of knowledge, the PCA team is driven to achieve the highest sale price for your property while minimizing your capital and personal exposure.

Kim has also served on, and chaired, several boards and committees for local non-profit groups, and continues to remain actively involved. She has received many awards and recognition for her philanthropic work, and was recently honored by TCH with having a boardroom dedicated in her name.

PRIOR EXPERIENCE

Kim's prior 27-year banking career enables her to assist clients in obtaining financing, evaluating properties, and problem-solving escrow issues. This experience aides her in moving her clients' transactions forward in a more expedient and efficient manner.

NOTABLE TRANSACTIONS

Kim is a specialist in multi-tenant office investments from 10,000 to 250,000 square feet. Notable transactions include:

- ▶ Caliber Building, Multi-Tenant Office, Sold \$740,000
- ▶ 4.5 Acres Office Land, Sold \$1,326,000
- ▶ 15.5 Acres Office Land, Sold \$2,560,000
- ▶ Sunflower Bread Company, Single-Tenant Retail, Sold \$980,000
- ▶ Thunderbird Medical Office Building, Multi-Tenant Office, Purchase \$8,700,000
- ▶ 80-Acres Industrial Land, Purchase \$9,200,000
- ▶ Surgery Center, Sold \$1,590,000
- ▶ Thunderbird Office Park, Land & Develop 150,000 SF Office, Purchase \$2,900,000
- ▶ Paseo Ranch, Investment Office, Purchase \$525,000
- ▶ 10.9 Acres Office Land, Sold \$2,650,000
- ▶ Metrocenter Business Park-I, Multi-Tenant Office, Sold \$17,600,000
- ▶ Bank 1440 Branch, Office, Purchase \$1,450,000

SPECIALIZATION

Brokerage: Investment, Office, Industrial



PRIVATE CAPITAL ADVISORS



Fletcher Perry

SENIOR ASSOCIATE | MEDICAL OFFICE PROPERTIES



fletcher.perry@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Science
Regional Development
University of Arizona

AFFILIATIONS AND MEMBERSHIPS

Colliers International
Healthcare Services Group
National Association of
Industrial & Office
Professionals (NAIOP)

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AREA OF EXPERTISE

Fletcher Perry is a senior associate with Colliers International in Greater Phoenix. He specializes in office tenant representation with an emphasis on medical and healthcare-related users. Fletcher is a member of the national Healthcare Services Group for Colliers International.

Fletcher partners with Michael Dupuy. The team focuses on helping tenants negotiate the best terms possible and providing them with strong market information to make strategic real estate decisions.

Fletcher is keenly interested in the healthy development of his clients' businesses. He works diligently to assist tenants through the entire leasing process, from the initial steps of identifying their needs and options to final lease negotiations.

Fletcher has a well-developed talent for managing transactions and providing excellent customer service. He takes pride in always being available to his clients.

Many regularly label Fletcher as, "the most persistent individual they have ever met." Clients describe him as hard-working and conscientious. Fletcher takes pride in developing and maintaining long-lasting relationships with everyone he meets.

PROFESSIONAL ACCOMPLISHMENTS

In 2011, Fletcher and his partner Michael Dupuy were recognized as "The Future of Real Estate" in Commercial Executive Magazine.

BUSINESS BACKGROUND

Prior to joining Colliers International, Fletcher was with GBC Investment Realty in Phoenix, where he partnered with Michael Dupuy. The team specialized in office and healthcare-related tenant representation.

Fletcher started his commercial real estate career in college as an intern at Tucson Realty & Trust and Commercial Retail Advisors. After graduating from the University of Arizona, he joined CB Richard Ellis as a research analyst. In this role, Fletcher developed and maintained a database of pertinent and up-to-date market information to provide tenants, owners, investors and developers with critical decision-making data.

COMMUNITY INVOLVEMENT

Fletcher is an active member of the Executive Council Charities, a non-profit corporation that provides grants to programs and non-profit organizations focused on helping the youth of Arizona reach their full potential as productive, caring, responsible citizens.

He also serves on the Phoenix Children's Hospital Charity Golf Committee.





Michael Milic

VICE PRESIDENT | OFFICE & INDUSTRIAL PROPERTIES
SALES & LEASING



michael.milic@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor's Degree in International Business
McGill University

Arizona Department of Real Estate Associate Broker's License

AFFILIATIONS AND MEMBERSHIPS

National Association of Industrial & Office Properties (NAIOP)

CoreNet Global

CONTACT DETAILS

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AREA OF EXPERTISE

Mike Milic is a Vice President with Colliers International and is a licensed associate broker. Mike specializes primarily in tenant and buyer representation and investment sales for office and industrial properties.

Mike has more than 20 years of office and industrial real estate brokerage experience and 12 years of ownership and construction management experience.

Mike joined Colliers International's Montreal, Canada office in 1990. In 1993, he left Colliers to open his own brokerage firm. Mike moved to Phoenix in 1996 and joined CORE/Jackson & CORE Realty Partners as a vice president. He returned to Colliers in 2002.

PROFESSIONAL ACCOMPLISHMENTS

- Mike has leased more than five million square feet and completed more than \$700 million in transactions.
- Mike is fluent in several languages: French, English, Mandarin Chinese, Russian and Serbo Croatian.

BUSINESS BACKGROUND

Mike was with CORE/Jackson & CORE Realty Partners—ONCOR International in Phoenix from 1996 to 2002, where he was Vice President—Office & Industrial, Partner, ONCOR Manager, and Designated Broker.

Prior to moving to Phoenix in 1996, Mike was President and Designated Broker with Previa Investments, Inc., in Montreal from 1993 to 1996. He was with Colliers in Montreal from 1990 to 1993. From 1980 to 1990, Mike was Vice President—Operations of a construction firm that built buildings across the United States. During his tenure, he was responsible for the oversight of all of the company's construction projects with values that ranged between \$5 million to \$7 million.



Michael Milic

VICE PRESIDENT | OFFICE & INDUSTRIAL PROPERTIES
SALES & LEASING

michael.milic@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

DR Horton, Inc. – 90,000 SF office

Exeter Life Sciences/Kronos Group – 26,000 SF

Khi-Metrics (SAP) – 30,000 SF

Apollo Group (University of Phoenix) – 59,000 SF

Levin Group – 15,000 SF

Western Regional Examination Board – 11,000 SF

Global Supply & Logistics, Inc. – 180,000 SF

Eckerd Corp. Headquarters Building – 500,000 SF– office/flex - \$24.5 million sale

Blue Cross Blue Shield of Arizona – 126,000 SF – headquarters (lease renewal)

Sun Valley Supply – 59,000 SF

iStar financial – 103,500 SF Flex

GE Capital Corporation

National Bank of Arizona – Disposition of REO office portfolio



Larry J. Ortega

SENIOR VICE PRESIDENT | RETAIL PROPERTIES



larry.ortega@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor's Degree Fine Art
California State University
Fullerton – 1975

Master's Program
Leadership Studies
Phoenix, Ariz. – 2006

AFFILIATIONS AND MEMBERSHIPS

International Council of
Shopping Centers (ICSC)
Members since 1984

ICSC Arizona Co-chairman
for State Operations
1996, 1997 and 1998

Colliers International
Retail Services Group
Past Western Regional
Director

CONTACT DETAILS

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AREA OF EXPERTISE

Larry Ortega is a senior vice president with Colliers International. Larry specializes in the sale and leasing of retail properties, including power centers, neighborhood centers, lifestyle center as well as stand-alone retail buildings, and restaurants. He also represents leading local, regional and national retail tenants. Larry partners with Daniel Ortega, associate vice president and on larger projects, teams that specialize in Lifestyle Centers, and other specialty retail. The team has a wealth of experience in retail site selection, development, redevelopment, disposition, leasing, investment sales and strategic planning. Larry has 30 years industry experience and has consistently brought three characteristics to the retail brokerage market—innovation, creativity and collaboration. Larry rejoined Colliers International in 2010 and was previously with Colliers from 1990 to 2006.

PROFESSIONAL ACCOMPLISHMENTS

- Top producer with Colliers International multiple years.
- Staubach Retail—completed the largest single retail sale transaction in firm's history.
- Re-tenanted over two million square feet of big box vacancy, including former CVS, Eckerd, Sav-On, Osco, Albertson's, Walmart, Circuit City, Linens Plus, Michaels, Fry's, Grocery, Smitty's, Safeway, Costco, Ross and Marshall's.

BUSINESS BACKGROUND

- Prior to rejoining Colliers in 2010, Larry was a senior vice president with Staubach Retail from 2006 to 2009, specializing in

development, tenant and landlord representation, and dispositions. He was with Arizona Retail Group/Chain Links from 1987 to 1990, specializing in retail tenant representation. His experience also includes the position of vice president of retail development for Trinity Development, where he developed two million square feet of neighborhood and specialty centers in Arizona and Colorado. Prior to that, Larry formed a partnership to syndicate large land parcels in west and northwest Phoenix from 1982 to 1986.

COMMUNITY INVOLVEMENT

Larry spends much time working with a number of non-profit groups throughout Arizona. He is the initiator of AZ City Fest and Seasons of Service through Luis Palau Ministries. This was the City of Tempe's largest event held in history with 140,000 people in attendance. He works to connect and build collaboration with the faith community, business community and civic government.

- MentorKids USA—one on one mentoring with junior to high school kids.
- AZ Leaderforce—provides business expertise and mentoring to 501C agencies.
- The Master's Program-provides mentorship and leadership for marketplace leaders.
- AZ City Fest- March 2011 Co Chair of the Steering Committee with AZ City Fest. Involved the AZ Cardinals (Kurt Warner, honorary Co Chair with Jerry Coangelo).

Accelerating success.



Larry J. Ortega

SENIOR VICE PRESIDENT | RETAIL PROPERTIES

larry.ortega@colliers.com

"Larry brings the whole package, plus some—unmatched integrity, great relationships, strong negotiating skills, and a deep understanding of his markets. I can count on Larry to always look out for our best interests."

Mike Wood
Tavistock Restaurant
Group

REPRESENTATIVE CLIENTS AND PROJECTS

Structured a portfolio sale of former OSCO stores, which converted to Walmart's Marketside stores and Fresh & Easy stores.

Lake Pleasant Pavilion—500,000-square-foot power center, anchored by SuperTarget. Involved in the land sale, entitlement and leasing of the project for Kornwasser Properties.

\$67.5 million sale of Radnor Portfolio consisting of three shopping centers and a Class A office building in Southern California and Arizona. Represented Bankers Trust and Morgan Stanley on the buyer and seller sides.

\$16.2 million sale of seven ABCO stores in Phoenix and Tucson. Represented Offshore Investment (Bayshore Investments, Japan) in the sale of the portfolio to Fleming Stores. Resold the investment for Fleming Foods for \$21 million.

\$8.5 million sale of 117,000-square-foot Cornerstone Shopping Center, a specialty center. Represented the buyer and seller: Birtcher Investments and GDA Real Estate Holdings. Was on the development team to create the project

\$9.456 million sale of 71,358-square-foot Mercado Fiesta, a specialty center. Represented the buyer. Achieved 97 percent occupancy prior to close of escrow. FRISU of CA and GDA Real Estate Holdings.

\$9.9 million sale of Safeway Plaza. Represented the seller, Safeway, and the buyer, GDA Holdings.

\$6 million sale of Palm Valley Pavilions East, a 35,000-square-foot center. Represented the seller, SunCor.

Worked with Fry's Grocery in the disposition of 23 stores in Arizona. Total consideration of \$40 million in sales, lease, sublease and assignment transactions.

Larry J. Ortega

SENIOR VICE PRESIDENT | RETAIL PROPERTIES

larry.ortega@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

Hometown Buffet—obtained long-term lease with tenant and sold the assets for Casino Realty Group on a sale/leaseback transaction.

Golfsmith—build-to-suit for Opus Development. \$5 million lease consideration. \$3.2 million build-to-suit in Arrowhead.

Big box dispositions—represented Marshall's, Kroger (Fry's), Safeway, Fleming, Ross, Phar-Mor, ABCO, O'Malley Lumber, Jumbo Sports, Sears, and Linens Plus.

Big box dispositions—represented Marshall's, Kroger (Fry's), Safeway, Fleming, Ross, Phar-Mor, ABCO, O'Malley Lumber, Jumbo Sports, Sears and Linens Plus.

SunCor Development, Vestar Development, Westcor Partners, Mace/Rich, General Growth, Commonwealth Equity, Kimco, GDA Real Estate Holdings, Sun Oil, Davidson & Meyer's, Safeway/PDA, Kornwasser Shopping Centers, Armstrong, Red Mountain Retail and Costco

ABCO, Albertson's, American Stores, Bahama Breeze, BBQ's Galore, Robb & Stucky, Destiny's Bridal, Shaffers, Clothestime Stores, Apple, Aveda, Sprouts, Music and Arts, Guitar Center, Bank of America, Bank One, Bed Bath and Beyond, Starbucks, Target, Banker's Trust, Blockbuster Video, Catherine's, Checker Auto, Church's, Darden Restaurant Group, Del Taco, Design Center, Fazoli's, FDIC, Fleming's, Gerrity, Morgan Stanley, Golfsmith, Guinness, Hometown Buffet, Jack In The Box, Kentucky Fried Chicken, KinderCare, Kinko's, Eckerd Drugs, Health South, Kroger, Long John Silver's, McDonald's, Marshall's, Maurice's, Mikasa, Office Max, Olive Garden, O'Malley Lumber, Osco, Outback Steakhouse, Payless Shoes, Payless Thrifty, Red Lobster, Rite Aid, Round Table Pizza, Safeway, Sally's Beauty, Shoney's, Sleep America, Smart & Final, Sovereign Life Insurance, Taco Cabana, Texaco, Walmart, Wells Fargo and Sonic, Spencers, Sapporo, Barnes and Noble, Sharper Image, Le Cruiset, Restoration Hardware



Daniel J. Ortega

ASSOCIATE VICE PRESIDENT | RETAIL PROPERTIES



daniel.ortega@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Science
Aviation Management
Arizona State University

AFFILIATIONS AND MEMBERSHIPS

International Council of
Shopping Centers (ICSC)

CONTACT DETAILS

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AREA OF EXPERTISE

Daniel Ortega is an associate vice president with Colliers International. Daniel specializes in the sale and leasing of retail properties, including power centers, neighborhood centers, stand-alone retail buildings, and restaurants. Daniel has represented numerous national, regional and local tenants and buyers in their expansion across Arizona. He focuses on developing and implementing commercial real estate strategies on behalf of the team's clients. His best function is executing a marketing or development strategy leveraging relational experience and technology.

Daniel partners with Larry Ortega, senior vice president, a 30-year veteran of retail brokerage throughout the Southwest. The team has a wealth of experience in retail site selection, development, redevelopment, disposition, leasing, investment sales and strategic planning. Daniel rejoined Colliers International in 2010 and was previously with Colliers from 2003 to 2006.

PROFESSIONAL ACCOMPLISHMENTS

- Staubach Retail—completed the largest single retail sale transaction in firm's history.

BUSINESS BACKGROUND

Prior to rejoining Colliers in 2010, Daniel partnered with Larry Ortega in operating their own retail brokerage firm, ReUnion Partners and also acted as Designated Broker. Previously, Daniel was a senior associate with Staubach Retail from 2006 to 2008, specializing in shopping center development, tenant and landlord representation, and dispositions. Daniel started his career in commercial real estate at Colliers in 2003.

COMMUNITY INVOLVEMENT

- Northrise University—Daniel sits on the Board of Directors for Northrise University Initiative. This is a non-profit organization that is developing the first private university in Ndola, Zambia.
- Brokers for Kids—Daniel has been involved in Brokers for Kids since 2004, and served as a team captain from 2006 to 2008.



Daniel J. Ortega

ASSOCIATE VICE PRESIDENT | RETAIL PROPERTIES

daniel.ortega@colliers.com

"I have had the pleasure of working with Danny and Larry Ortega for a number of years, representing the Knowledge Learning Corporation account. Their professionalism and market knowledge are outstanding. They consistently deliver quality sites as well as great customer service and follow-through, resulting in many successful projects"

Glenda Hollenbeck,
Director of Real Estate
Knowledge Learning
Corporation

REPRESENTATIVE CLIENTS AND PROJECTS

Structured a portfolio sale of former OSCO stores, which converted to Walmart's Marketside stores.

Lake Pleasant Pavilion—500,000 SF power center, anchored by SuperTarget. Involved in the land sale, entitlement and leasing of the project for Kornwasser Properties.

Exclusively represents the following tenants: GNC, Sonic Drive In, Longhorn Steakhouse, Kornwasser Shopping Centers, DJM Asset Management, Floyd's 99 Barbershop, Guitar Center, Rumbi Island Grill, CVS Pharmacy, Baskin Robbins, Knowledge Learning Corp., Golfsmith, Sally's Beauty Supply, Eckerd Drugs and Great Clips.



Ward Simpson, AIA Principal

Ward Simpson is a Principal of Rider Levett Bucknall and is responsible for the project management division in North America. His expertise includes strategizing complicated projects, programming, developing management plans, facility assessment, project management, design, and cost control services.

Experience: 38 Years

Qualifications and Memberships:

- Registered Architect, Arizona and Kansas
- National Council of Architectural Registrations Board (NCARB)
- American Institute of Architects
- Construction Management Association of America

Education:

- Graduate coursework in Civil Engineering, Business Construction Management, University of Colorado
- Bachelor of Architecture, University of Kansas
- Bachelor of Environmental Design, University of Kansas

For more than two decades, Ward has been the construction chairman for a non-profit called Sojourner Center that serves women and children that are victims of domestic violence. He has spearheaded the development of three campuses in Phoenix which includes working with the City, Department of Housing, the Mayor's office, council members, HUD, and banks.

Ward has provided facility assessment, design and cost control services for clients, such as higher education, K-12, municipal and manufacturing groups. He has developed management plans and audits of large projects such as a half billion pharmaceutical research/manufacturing plant and the \$1.4 billion remodel of the Pentagon in Washington, DC. His experience in Arizona totals approximately \$5 billion in project value, including construction administration and project management services, site evaluation and contract bid package reviews.

He has been a Key Project Lead for numerous clients during his career, including:

Relevant Client Listing

Abbey Center for the Arts, Westminster, CA
City of Phoenix Civic Plaza Parking Garage, Phoenix, AZ
Georgia-Pacific Corporation, Newtown, CT and Denville, NJ
Hoffman-LaRoche Ltd., Florence, AZ
Phoenix Art Museum and Theatre, Phoenix, AZ
Ryder Truck Rental, Lansing, MI
Scottsdale Civic Center, Scottsdale, AZ
Sojourner Center, Phoenix, AZ
Southwestern Bell, Wichita, KS
Temple Beth Israel, Phoenix, AZ



Experience: 17 Years

Qualifications and Memberships:

- Member, Association of Construction Inspectors
- Member, Association for the Advancement of Cost Engineering
- Board Member, American Institute of Architects, Arizona Chapter
- Board Member, Arizona Contractors Association
- Board Member, Royal Institution of Chartered Surveyors, Southwest Chapter

Education:

- Bachelor of Science, Quantity Surveying, Glasgow Caledonian University, Scotland

Scott Macpherson
Senior Vice President

Scott has a clear understanding of the programmatic and strategic cost considerations that should be taken into account when planning repurposed projects. He is current in construction pricing, materials and methodologies and is experienced in the cost to benefit studies that – conducted early on in design – can help determine the best possible program for an owner's capital investment.

Scott is also responsible for the Lender Services division which includes both pre-construction project reviews (project evaluation, constructability appraisal, borrowed funds analysis, detailed cost analysis & scheduling reviews) and construction progress monitoring (inspections, construction progress reports, lien waiver reconciliation, pay request reviews, change order reviews, cost-to-complete & schedule analysis). He manages our large client efforts providing quality assurance and onsite review as necessary. His Lender Services experience includes more than 150 projects in all market sectors, specifically single and multi-family housing, hospitality, healthcare and manufacturing.

Relevant Client Listing

- B & N Structural Steel, East Northport, NY
- Banner Health Primary Data Center, Mesa, AZ
- City of Chandler Parks and Facilities Service Center, Chandler, AZ
- City of Goodyear Planning/Interior Improvement, Goodyear, AZ
- City of Peoria P83 Streetscape Feasibility Study, Peoria, AZ
- Eloy Sunshine Industrial Site, Eloy, AZ
- Qwest Building Remodel, Casa Grande, AZ
- Tawa'ovi Community Infrastructure Development, AZ



Stella Polaris LLC

Jon Vlaming, Principal



Mr. Vlaming's wide range of planning expertise is based on his extensive experience in general/comprehensive planning, redevelopment/revitalization planning; master planning/entitlements, and park, recreation, trails, and open space planning. All of his experience includes the conduct and facilitation of meaningful public involvement programs. His responsibilities for these projects have included project management, site planning, technical research and analysis, policy creation, zoning ordinance/regulatory review, plan formulation and implementation. Over the past 26 years, he has supported a broad base of public and private sector clients throughout Arizona and the southwestern United States.

Mr. Vlaming holds a Bachelor of Landscape Architecture from the University of Idaho and a Master of Science in Land Development from Texas A&M University. Mr. Vlaming is affiliated with the Arizona Planning Association.

A sample of Mr. Vlaming's directly related community development experience includes the following projects:

General/Comprehensive Planning

- **Peoria AZ, General Plan**-Project manager for the City's updated plan, which included land use, circulation, economic development, growth areas, revitalization & redevelopment, housing, public services and facilities, recreation and open space, environmental resources, water resources, cost of development, and safety elements.
- **Goodyear AZ, General Plan Update**-Project manager for the City's updated plan, pursuant to Growing Smarter requirements, and including land use, circulation, public services, cost of development, environmental planning, growth areas, open space, housing, water resources, and community character elements.
- **Florence AZ, General Plan**-Project manager for the Town's first update, also in conformance with Growing Smarter requirements, to provide land use, circulation, economic development, housing, parks and open space, environmental planning, water resources, growth areas, and cost of development elements.
- **Other General/Comprehensive Plans**- Surprise Comprehensive Development Guide, Peoria Comprehensive Master Plan, Mesa Freeway Corridors Study (provided land use, economic development, and transportation foundation to City's General Plan), Bullhead City General Plan/General Plan Update, Thatcher General Plan, Casa Grande General Plan, Gila County Comprehensive Plan, Camp Verde General Plan.

Redevelopment/Revitalization Planning

- **Florence AZ, Redevelopment Plan**-Project manager to prepare and adopt a redevelopment plan for the historic downtown area, pursuant to Arizona Revised Statutes.
- **Flagstaff AZ, Redevelopment Plan**-Project manager to conduct a comprehensive redevelopment plan and program for the City, pursuant to state statutes.



Stella Polaris LLC

- **Henderson, NV Redevelopment Plan**-Project manager to prepare and adopt a redevelopment plan for downtown Henderson in compliance with Nevada Revised Statutes.
- **Cave Creek, AZ Town Core Plan and Implementation Program**-Project manager to conduct a land use, circulation and economic development strategy for the downtown area of Cave Creek.

Master Planning/Entitlements

- **Distance North**-Project planner for the major amendment to the approved Planned Community District for this master planned community in northwest Peoria.
- **Vistancia South**-Project planner for the major amendment to the existing Planned Community District, focusing on the mixed-use Village D as the cornerstone of the request in the City of Peoria.
- **El Rio Crossing**-Project Planner for the major general plan amendment for the approximate 246-acre property located at the southeast corner of Southern Avenue and Perryville Road (within the Goodyear municipal planning area). The GPA anticipated a mix of commercial, employment and high density residential uses.
- **Amaranth** - Project Planner for the preparation of the General Plan Amendment and Preliminary Planned Area Development for this approximate 10,000 acre satellite community located in southern Goodyear.
- **Terrasante**-Project planner for the major general plan amendment coordination/approval for this 2,400 acre planned area development in southwest Goodyear.

Park/Open Space Planning

- **Peoria AZ, Trails/River Corridors Master Plan**-Project planner to conceptually locate an interconnected trail and path system within the City's entire incorporated area.
- **Goodyear AZ, Parks and Recreation Master Plan** -Project Planner responsible for land use related tasks associated with level of service analysis and alternative site selection for future park acreage reservation actions.
- **North Las Vegas, NV Parks and Recreation Master Plan**-Project planner to prepare and adopt a comprehensive parks and recreation facility master plan to serve the future development needs of the City.

APPENDIX B – DBE CERTIFICATE





City of Phoenix

Arizona Unified Certification Program

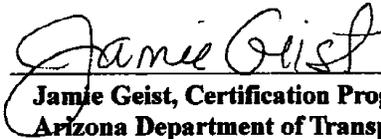
This is to certify that
under Title 49, Part 26 of the Code of Federal Regulations, and
under the State of Arizona Unified Certification Program (AZUCP)

ESI Corporation DBA ESI Corp.

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

NAICS #541611 (Strategic Planning Consulting Services)

Re-Certification Eligibility: December 10, 2010 to June 30, 2015
This Re-certification is valid through the above date provided this firm meets the
on-going programmatic standards and fulfills the annual update requirement
to remain in good standing as a DBE.



Jamie Geist, Certification Program Manager

Arizona Department of Transportation, Civil Rights Office

Date: December 10, 2010

ESI Consultant Team

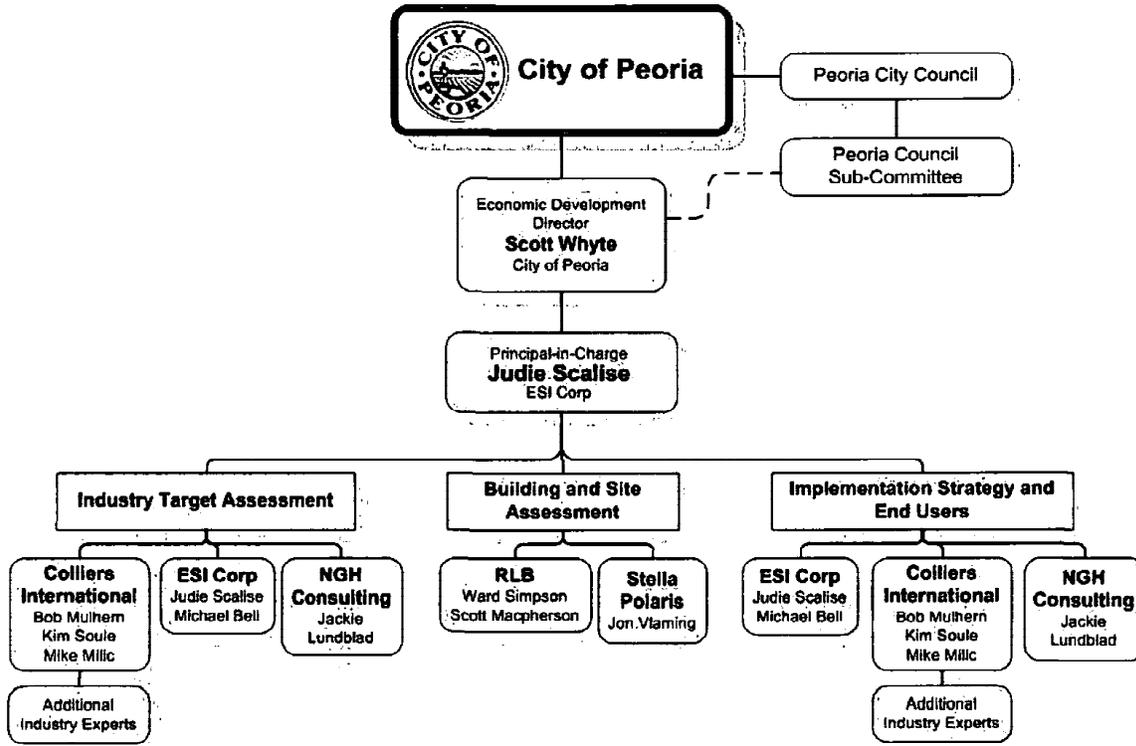
Consultant	Role
ESI Corp	Lead Consultant; Industry Target Assessment; Building Re-Use Implementation Strategy; End User Identification
Colliers	Industry Target Assessment; End User Generation and Locates
NGH Consulting	Industry Target Assessment; End User Generation and Locates
Rider Levett Bucknall	Building Assessment; Building Re-Use Implementation Strategy
Stella Polars	Site Feasibility; Building Re-Use Implementation Strategy

Peoria Building Re-Use Implementation Strategy





Organization Chart



Peoria Building Re-Use Implementation Strategy







What Our Team Offers

- ❖ Expertise and experience in working with all industry targets.
- ❖ Extraordinary list of accomplishments and track record.
- ❖ Extensive business network and the ability to deliver end-users within all industry targets.
- ❖ Comprehensive understanding of the local market.
- ❖ Knowledgeable of national and global trends.
- ❖ We are local and accessible!





❖ Expertise in

- Economic development consulting
- Site selection and business recruitment
- Implementation plans

❖ 12 years working with Peoria

- Lakeland Village Fiscal Impact Analysis (rebranded as Vistancia)
- Peoria Economic Assessment and Strategic Plan (2000)
- Peoria Downtown Redevelopment Plan
- Higher Education Feasibility and Lead Identification
- Economic and Fiscal Impact on-call Consultant

❖ End Users Generated/Located

- Benedictine University
- Westminster College
- Albright College
- Wilkes University

Peoria Building Re-Use Implementation Strategy







❖ Background

- Founded in Vancouver Canada in 1898, and in 2010 combined operations with FirstService Real Estate Advisors
- 3rd largest global leader in commercial real estate services, with 522 offices in 62 countries with 12,300 professionals and staff worldwide
- 76,000 lease and sale transactions with Revenue of \$1.8 billion in 2011
- Greater Phoenix region serving clients for more than 30 years
- 74 brokers in Greater Phoenix





Stella Polaris, LLC



❖ Expertise in

- Revitalization and Redevelopment Planning
- General/Specific Planning/Land Use/Entitlements
- Supportive Transportation/Utility Systems

❖ 25 Year Working Relationship in Peoria

- General Planning/Specific Planning Projects
- Entitlement Projects
- Recreation and Open Space Planning Projects

❖ Project Responsibilities

- Phase 3 - Physical Condition Assessment
- Site Feasibility



Colliers International



End User Locates

- Avnet Headquarter Relocation from Los Angeles
- Avnet Divisional Headquarters Build-to-Suit
- Circuit City Customer Service Call Centers
- Toyota Financial Services Data Center
- Siemens
- Apollo Group Education Campus
- Global Supplies and Logistics
- Sun Valley Supply Industrial Transaction
- Professional Medical Transport
- Great Heart Academies
- All State Insurance Company
- Maintenance Supply Headquarters
- Health Dialog Services Corp
- Choice Education
- Sunflower Farmers Market, Inc.
- Grand Canyon University

Peoria Building Re-Use Implementation Strategy







❖ **Background**

- Jackie Lundblad founded NGH in 2009 and has over 28 years of experience working with healthcare organizations, governmental entities, and private industry

❖ **Expertise in**

- Design and implement solutions for Next Generation Healthcare
- Strategic planning and business development services

❖ **Peoria Experience**

- High-level overview of the healthcare and biotech landscape
- Defined an approach for attracting biotech opportunities

❖ **End Users Generated/Located:**

- Introduced the City to BioAccel and The CORE Institute - the backbone of BioInspire



❖ Background

- Resolutely independent since 1785!
- Emphasis on long-term client relationships
- A commercial approach to delivering solutions
- Services tailored to our client's needs
- Motivation through owner-management

❖ Expertise in

- Considering cost and value
- Wide diversity of construction and property assessments
- Unique understanding of building 'Life' issues

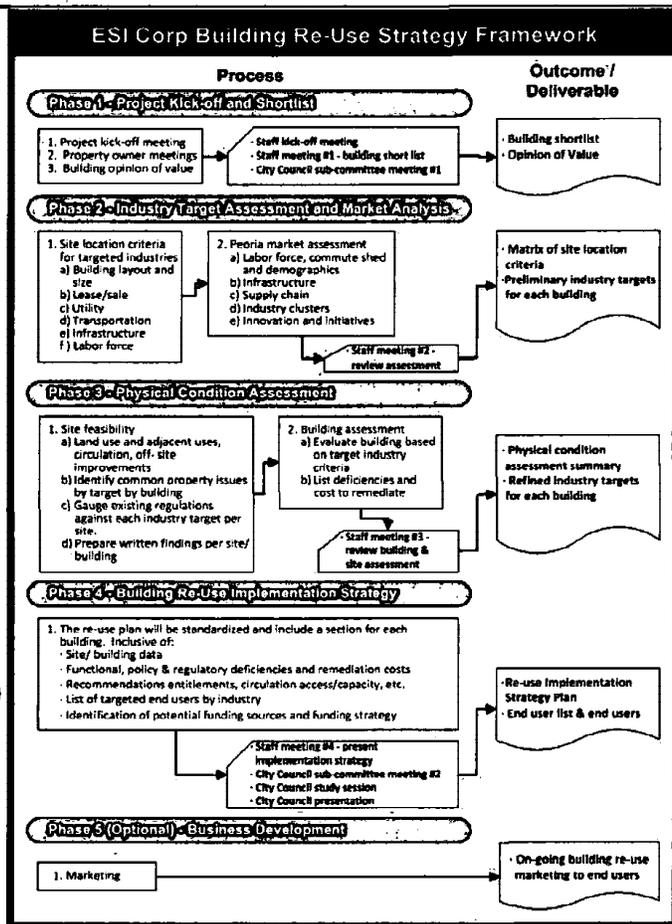




Work Process Flow Chart

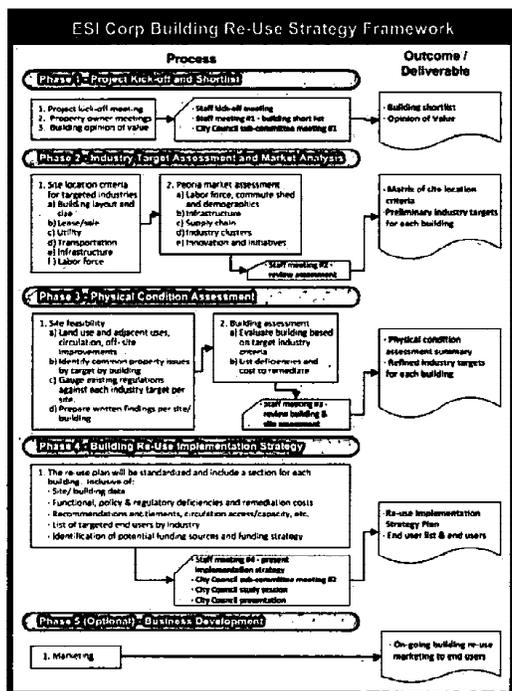
- ❖ Four phase process
- ❖ 4 month timeframe
- ❖ Active engagement of city staff (5 meetings)
- ❖ Work sessions with the Council Subcommittee
- ❖ Briefing City Council at Study Session
- ❖ Presentation of Re-Use Implementation Strategy to City Council

Peoria Building Re-Use Implementation Strategy





Phase 1 – Project Kick Off



Meetings

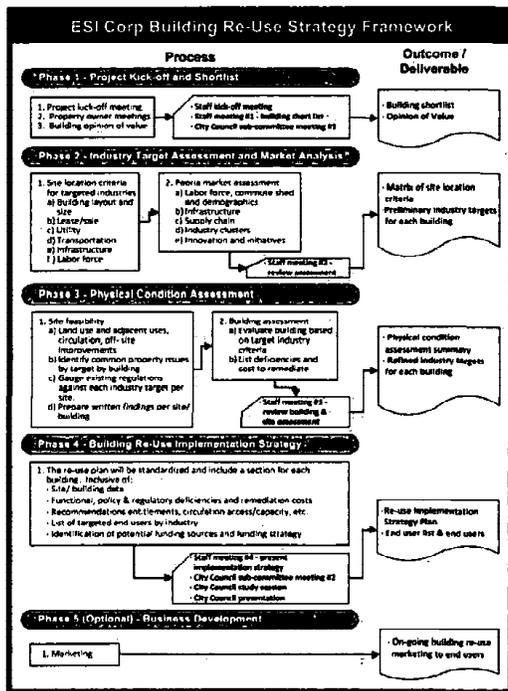
- ❖ Kick off meeting with staff
- ❖ Property Owner meetings
- ❖ City Council Sub-Committee meeting

Outcome/Deliverable

- ❖ Building short list
- ❖ Building opinion of value



Phase 2 – Industry Target Assessment & Market Analysis



Tasks

- ❖ Industry target site location assessment
- ❖ Peoria market analysis and SWOT
- ❖ Matrix scoring each building against site location criteria and short list

Meetings

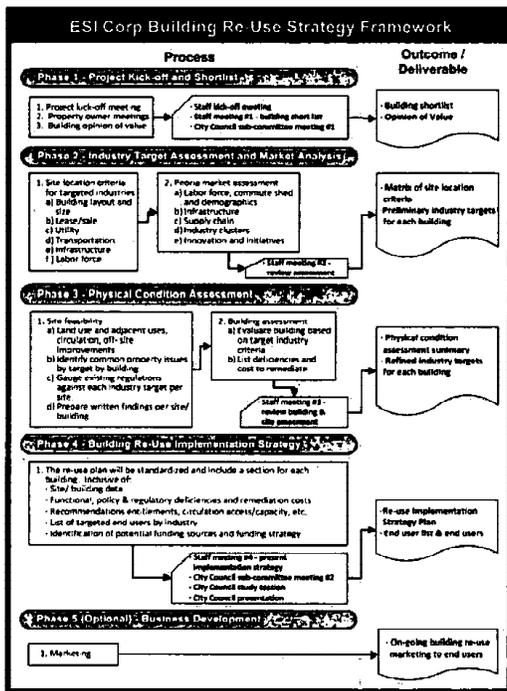
- ❖ Meeting with Staff

Outcome/Deliverable

- ❖ Preliminary industry targets or re-use potential for each building
- ❖ Evaluation matrix



Phase 3 – Physical Condition Assessment



Tasks

- ❖ Site feasibility
- ❖ Building assessment

Meetings

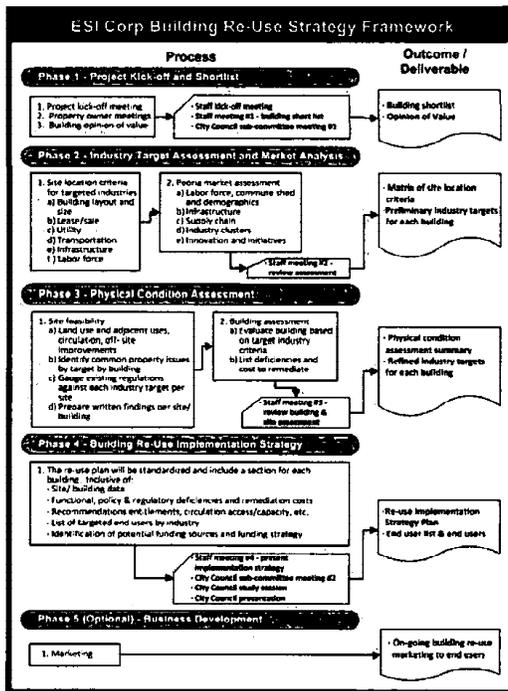
- ❖ Meeting with Staff

Outcome/Deliverable

- ❖ Identification of building and site deficiencies based on industry targets
- ❖ Refine industry targets



Phase 4 – Building Re-Use Implementation Strategy



Tasks

- ❖ Prepare Re-Use Implementation Strategy

Meetings

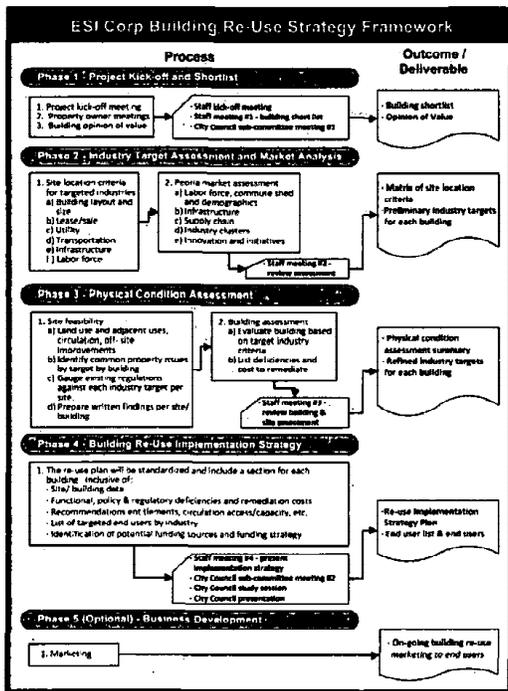
- ❖ Meeting with Staff
- ❖ Meeting with City Council Sub-Committee
- ❖ City Council Study Session
- ❖ City Council presentation

Outcome/Deliverable

- ❖ Re-Use Implementation Strategy
- ❖ Identification and delivery of end users
- ❖ End user list



Phase 5 – Optional Business Development



Optional Tasks

❖ Marketing buildings

Outcome/Deliverable

❖ On-going marketing efforts

❖ Provision of financial incentive

❖ Locate targeted end users



Evaluation Tools

1. Industry Target Site Location Criteria Matrix
2. Building Assessment Checklist
3. Site Feasibility Checklist







Industry Target Assessment Matrix

Evaluation Matrix Measurements:

- ❖ Operating Costs
- ❖ Operating Conditions
- ❖ Building/Site
- ❖ Quality of Life/Social



Operating Costs

Evaluation Matrix

Industry Target: Advanced Manufacturing

Operating Costs

Criteria	WF	Sample Sites							
		Bldg 1	xWF	Bldg 2	xWF	Bldg 3	xWF	Bldg 4	xWF
Wage Rates	5	1	5	2	10	2	10	3	15
Electric Power Costs	5	1	5	1	5	1	5	2	10
Water and Sewer Costs	2	1	2	2	4	2	4	2	4
Natural Gas Costs	3	1	3	2	6	2	6	2	6
Liquid Gas	1	0	0	0	0	0	0	0	0
Cost of Real Estate	5	1	5	1	5	3	15	3	15
Lease Rate	5	1	5	1	5	3	15	3	15
Real and Personal Property Tax	5	1	5	1	5	2	10	2	10
Corporate Income Tax	5	1	5	1	5	2	10	2	10
Personal Income Tax	2	1	2	2	4	2	4	2	4
Worker Comp	5	1	5	2	10	2	10	2	10
Unemployment Insurance	2	1	2	2	4	2	4	2	4
Transportation Costs	3	1	3	1	3	3	9	2	6
Incentives	2	1	2	1	2	2	4	3	6
Tax Breaks and Exemptions	2	1	2	1	2	2	4	3	6
Feedstock Cost (renewable energy)	0		0		0		0		0
TOTALS			51		70		110		121

Weighting Factors (WF)

5 = Critically Important

3 = Very important

2 = Important

1 = not very important

0 = Not Applicable

Rating

1 = negative

2 = acceptable

3 = exceeds criteria

0 = Not applicable

Peoria Building Re-Use Implementation Strategy





Operating Conditions

Evaluation Matrix

Industry Target: Advanced Manufacturing

Operating Conditions

Criteria	WF	Sample Sites							
		Bldg 1	xWF	Bldg 2	xWF	Bldg 3	xWF	Bldg 4	xWF
Office/Admin Support Labor Availability	1	1	1	2	2	2	2	3	3
Technical Labor Availability	5	1	5	2	10	3	15	3	15
Skilled Labor Availability	2	1	2	2	4	3	6	3	6
Professional-Managerial Labor Availability	1	1	1	2	2	2	2	3	3
Software Engineer Labor Availability	0	0	0	0	0	0	0	0	0
University Enrollment in Software Engineering	0	0	0	0	0	0	0	0	0
Labor Supply of Scientists	0	0	0	0	0	0	0	0	0
Production Labor Availability	5	1	5	2	10	3	15	3	15
Workforce Development Programs	3	1	3	2	6	3	9	3	9
Career Technical Education	5	1	5	2	10	3	15	3	15
Educational Attainment	2	1	2	2	4	3	6	3	6
Demographics of the Market Area	0	0	0	0	0	0	0	0	0
Supply Chain and JIT Inventory	5	1	5	2	10	3	15	3	15
Broadband Infrastructure	2	1	2	2	4	2	4	3	6
Reliable and Redundant Power	5	1	5	1	5	2	10	3	15
Disaster Risk	2	1	2	1	2	2	4	3	6
Access to the Student Feeder Market	0	0	0	0	0	0	0	0	0

Weighting Factors (WF)

5 = Critically Important

3 = Very Important

2 = Important

1 = not very important

0 = Not Applicable

Rating

1 = negative

2 = acceptable

3 = exceeds criteria

0 = Not applicable

Peoria Building Re-Use Implementation Strategy





Building/Site

Site Evaluation Matrix

Industry Target: Advanced Manufacturing

Building/Site Requirements

Criteria	WF	Sample Sites							
		Bldg 1	xWF	Bldg 2	xWF	Bldg 3	xWF	Bldg 4	xWF
Size of Site	5	1	5	2	10	3	15	3	15
Size of Building	5	1	5	1	5	2	10	3	15
Building Layout	3	1	3	2	6	2	6	3	9
Ability to Expand	2	1	2	2	4	3	6	3	6
Availability of Water Utilities	5	1	5	2	10	2	10	2	10
Availability of Sewer Utilities	5	1	5	2	10	2	10	2	10
Availability of Electric Power	5	1	5	2	10	2	10	2	10
Redundant Power Capabilities	5	1	5	1	5	3	15	3	15
Availability of Renewable Power Generation	5	1	5	1	5	3	15	2	10
Proximity to Electric Grid (Alt energy)	2	0	0	1	2	3	6	2	4
Broadband Infrastructure and Network Latency	2	1	2	1	2	3	6	3	6
Disaster Risk	2	1	2	1	2	3	6	3	6
Security and Forced Protection	3	1	3	2	6	3	9	3	9
Wet Lab Space	0	0	0	0	0	0	0	0	0
Truck Doors Dock High	5	1	5	2	10	3	15	3	15
Minimum 18 Foot Ceiling Clear Height	5	1	5	1	5	3	15	3	15
3-phase electricity	5	1	5	2	10	3	15	3	15

Weighting Factors (WF)

5 = Critically important

3 = Very important

2 = Important

1 = not very important

0 = Not Applicable

Rating

1 = negative

2 = acceptable

3 = exceeds criteria

0 = Not applicable

Peoria Building Re-Use Implementation Strategy





Quality of Life/Social

Evaluation Matrix

Industry Target: Advanced Manufacturing

Quality of Life/Social

Criteria	WF	Sample Sites							
		Bldg 1	xWF	Bldg 2	xWF	Bldg 3	xWF	Bldg 4	xWF
Climate	0	0	0	0	0	0	0	0	0
Crime	2	1	2	2	4	2	4	3	6
Recreation	2	1	2	1	2	2	4	3	6
Amenities	0	0	0	0	0	0	0	0	0
Housing costs/variety/availability	3	1	3	2	6	2	6	3	9
Cost of living	2	1	2	2	4	2	4	3	6
Access to Middle and Upper Income Neighborhoods	0	0	0	0	0	0	0	0	0
Educational System	5	1	5	2	10	2	10	3	15
TOTALS			14		26		28		42

Weighting Factors (WF)

5 = Critically important

3 = Very important

2 = Important

1 = not very important

0 = Not Applicable

Rating

1 = negative

2 = acceptable

3 = exceeds criteria

0 = Not applicable

Peoria Building Re-Use Implementation Strategy





Industry Target Summary Table

Evaluation Matrix

Industry Target: Advanced Manufacturing

Industry Target Evaluation Summary Table

Criteria	Sample Sites			
	Bldg 1	Bldg 2	Bldg 3	Bldg 4
Operating Costs	51	70	110	121
Operating Conditions	59	104	138	173
Building-Site	80	128	212	214
Quality of Life/Social	14	26	28	42
GRAND TOTALS	204	328	488	550

RATING RESULTS

Maximum Score = 621

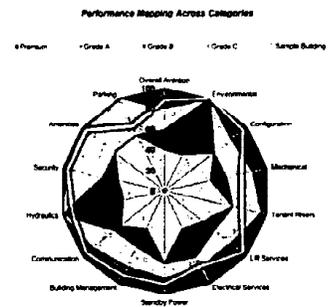
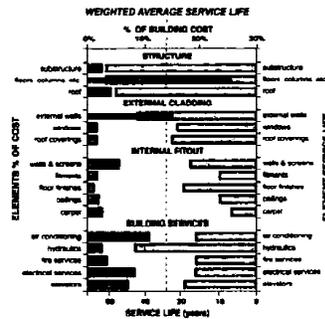
Greater than 500	Excellent
Between 400 and 499	Good
Between 300 and 399	Marginal
Less than 300	Poor



Building Assessment Checklist

- ❖ Objective – Identify improvements and remediation needed for target industry
- ❖ Due diligence on physical aspects:
 - Quantify asset's value
 - Physical inspection
 - Construction defects & deficiencies
 - Maintenance & operation deficiencies / as-builts
 - Environmental factors
 - Compliance with building codes & ordinances
 - Probable cost estimate(s)

Facility Assessment Checklist		Rider Levett Bucknall (RLB)		
City of Peoria Repurposing		Survey Date: _____		
Building Name: _____ Building Number: _____		Surveyed by: _____		
		Construction Date: _____		
ELEMENT	CONDITION	SYSTEM EVALUATION		COMMENTS
SITEWORK Site walls <input type="checkbox"/> Hardscape <input type="checkbox"/> Paving <input type="checkbox"/> Landscaping <input type="checkbox"/> Signage <input type="checkbox"/>	<input type="checkbox"/> SYSTEM EVALUATION Cracked walls <input type="checkbox"/> Unevenness <input type="checkbox"/> Landscape deterioration <input type="checkbox"/> Signage deterioration <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
BASEMENT Concrete slab <input type="checkbox"/> Masonry walls <input type="checkbox"/> Stone walls <input type="checkbox"/> None <input type="checkbox"/>	<input type="checkbox"/> SYSTEM EVALUATION Cracked walls <input type="checkbox"/> Foundation settlement <input type="checkbox"/> Water damage <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
FOUNDATIONS Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Stone <input type="checkbox"/>	<input type="checkbox"/> SYSTEM EVALUATION Cracked walls <input type="checkbox"/> Foundation settlement <input type="checkbox"/> Foundation deterioration <input type="checkbox"/> Water damage <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
SUBSTRUCTURE Slab on Grade <input type="checkbox"/> Wood frame <input type="checkbox"/>	<input type="checkbox"/> SYSTEM EVALUATION Cracked floors <input type="checkbox"/> Unevenness, sagging <input type="checkbox"/> Separation at expansion joints <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	





Building Assessment Report

- ❖ Each report will include:
 - Executive summary
 - Financial implications and projections
 - Cost estimates to repurpose the building for intended reuse
 - Code Compliance: building, ADA, life safety
 - Condition Statement: Building structure, façade & systems

		FACILITY DESCRIPTION																																																												
		Site No: Amstell Park 1-3, Eastern Australia Interest: Owned Address: 21 Hebeche Road, Amstell Park, NSW, Australia Areas: Site Area (m ²): 67,000 total site; Building Area (m ²): 16,900 Cubic Capacity (m ³): 116,000; No of Pallets: 19,000 Age: 16 years old Tenant / User: Woolworths General Description: Purpose built steel framed industrial building constructed from insulated wall panels and brick block work, fully insulated portal frame roof with metal roof sheeting and insulated concrete floor slabs. Island site surrounded by loading docks, truck yards, access roads and car parking.																																																												
EXPENDITURE REVIEW & FORECAST Expenditure records provided show that \$ of CAPEX and \$ of Maintenance over the past 5 years for this site. On the basis of our investigations, the following CAPEX could be anticipated for this facility.		FACILITY STATUS SUMMARY																																																												
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Site Feasibility Assessment

- ❖ Objective – Identify policy and regulatory conformance required for industry targets
- ❖ Site Due Diligence:
 - Site land use conditions
 - Adjacent existing/planned land use conditions
 - Site functional conditions

	Compatible / Adequate
	Potentially Compatible / Marginally Adequate
	Incompatible / Not Adequate

Site Land Use Conditions

On-Site	Type	Status
Existing Land Use		
Future Land Use		
Zoning		

Adjacent Existing/Planned Land Use Conditions

Direction from Site	Land Use Type	Status
North		
South		
East		
West		

Site Functional Conditions

Type	On-Site	Adjacent Parcels
Glare		N
		S
		E
		W
Noise		N
		S
		E
		W
Odors		N
		S
		E
		W
Visual Character		N
		S
		E
		W



Site Feasibility Assessment

- ❖ Site Due Diligence:
 - Site design conditions
 - Utility site conditions
 - Circulation site conditions

	Compatible / Adequate
	Potentially Compatible / Marginally Adequate
	Incompatible / Not Adequate

Site Design Conditions

Type	Status
Monumentation/Signage	
Building Design Components	
Landscape/Streetscape	
Lighting	

Utility Site Conditions

Type	Status
Electrical	
Potable Water	
Sewer	
Broadband	
Natural Gas	
Drainage	

Circulation Site Conditions

Type	Status
Vehicular/Truck Access	
Site Parking/Circulation	
Site Parking Stalls	
Existing Transit Service	
Future Transit Service	

Peoria Building Re-Use Implementation Strategy







Building Re-Use Implementation

- ❖ Identify unique re-use opportunities for each building
- ❖ A report will be prepared for each building and summarize:
 - Site/Building data
 - Suitable industry targets per building
 - Identify potential users
 - Building assessment findings and costs to upgrade the building
 - Recommendations for general plan amendments, zoning modifications, design guideline conformance, infrastructure upgrades, circulation access/capacity issues, etc.
 - Recommendations for improvements in key site location issues, such as workforce, supply chain
 - Funding strategy for implementation

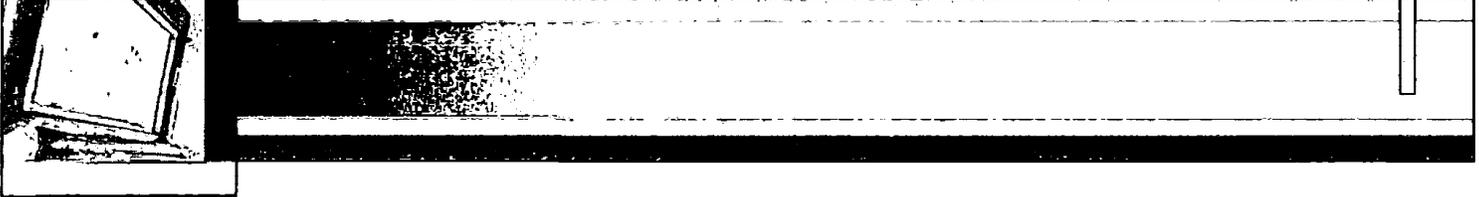


Vast Network of End Users

- ❖ Global Reach consisting of 522 offices in 62 countries worldwide
- ❖ Relationships with global investors
- ❖ Leverage memberships in CoreNet Global, SIOR, ULI, and NAIOP
- ❖ Relationships with existing and former end user clients
- ❖ National Focus Groups of Brokers within Colliers Network that work with end-users







Thank You... Questions and Answers.

Peoria Building Re-Use Implementation Strategy







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 initialed 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
Procurement**
9875 N. 85th Avenue
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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:
- Last minute failure of office equipment is not force majeure.
 - 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

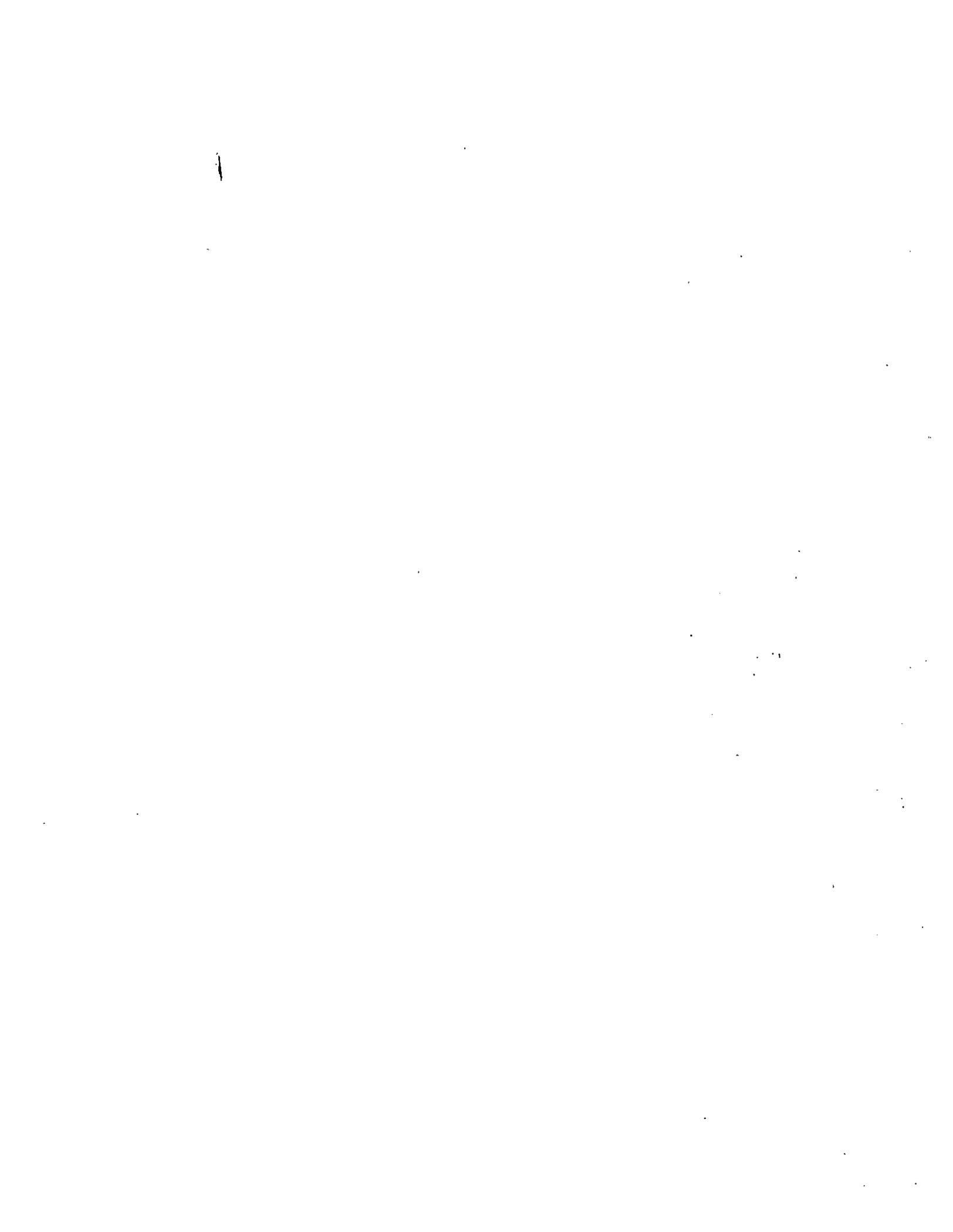


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in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this 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.





STANDARD TERMS AND CONDITIONS

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Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

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

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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



SCOPE OF WORK

Solicitation Number: P12-0082

Materials Management Procurement

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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