



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P10-0006 Page 1 of 1

Description: Financial Advisory Services

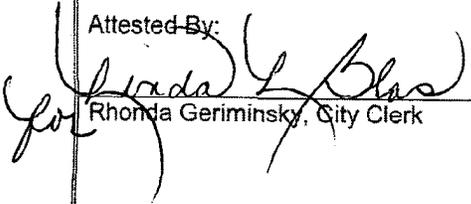
Amendment No. Five (5) Date: 12/01/2014

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/14. **The contract is being extended on a month-to-month basis not to exceed 6 months or April 30, 2015.**

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

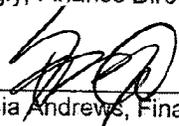
	<u>12/1/14</u>	Tom Hocking, President	TL Hocking & Associates
Signature	Date	Typed Name and Title	Company Name
P. O. Box 10097		Phoenix	AZ 85064
Address		City	State Zip Code

Attested By: 

Rhonda Geriminsky, City Clerk



Director: Brent Mattingly, Finance Director

Department Rep:  Sonia Andrews, Finance Manager

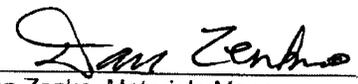
Approved as to Form:  Stephen M. Kemp, City Attorney



CC Number

LCON09309E
Contract Number

The above referenced Contract Amendment is hereby Executed
Dec. 18, 2014, at Peoria, Arizona



Dan Zenko, Materials Manager

City Seal
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Official File



CONTRACT AMENDMENT

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

Solicitation No P10-0006 Page 1 of 1
 Description Financial Advisory Services
 Amendment No Four (4) Date 8/20/13

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/13 **LAST YEAR OF CONTRACT**

The New Contract Term Is 11/01/2013 to 10/31/2014

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

Tom Hocking 10/10/13 Tom Hocking, President TL Hocking & Associates
 Signature Date Typed Name and Title Company Name
 P O Box 10097 Phoenix AZ 85064
 Address City State Zip Code

Attested By
Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

Brent Mattingly
 Director Brent Mattingly, Finance Director

Debbie Card
 Department Rep Debbie Card, Treasury Manager

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

CC Number

LCON09309D
 Contract Number

The above referenced Contract Amendment is hereby Executed
October 28, 2013 at Peoria Arizona

Dan Zenko
 Dan Zenko, Materials Manager
 LCON09309D



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CONTRACT AMENDMENT

Materials Management Procurement

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

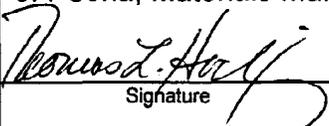
Solicitation No: P10-0006 Page 1 of 1
Description: Financial Advisory Services
Amendment No: Three (3) Date: 9/11/2012

Buyer: Lisa Houg, CPPB

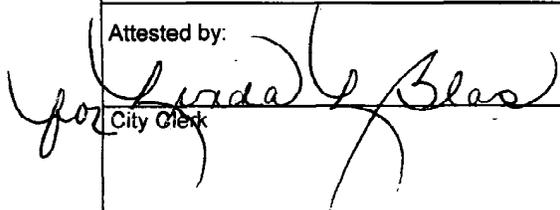
In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/12.

The new contract term is 11/01/2012 to 10/31/2013.

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

 Signature	<u>9/11/12</u> Date	<u>Tom Hocking, President</u> Typed Name and Title	<u>TL Hocking & Associates</u> Company Name
<u>P.O. Box 10097</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85064</u> Zip Code

Attested by:


City Clerk



CC Number

LCON09309C

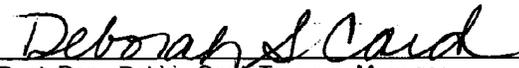
Contract Number:

Official File

City Seal

(Rev 02/11/10)


Director: Brent Mattingly, Director of Finance


Dept. Rep: Debbie Card, Treasury Manager


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

The above referenced Contract Amendment is hereby Executed
Oct. 3, 2012, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P10-0006 Page 1 of 1

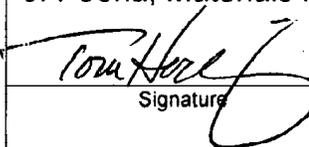
Description: Financial Advisory Services

Amendment No: Two (2) Date: 8/2/2011

Buyer: Lisa Houg, CPPB

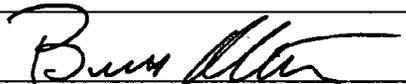
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/31/11. **The new contract term is 11/01/2011 to 10/31/2012.**

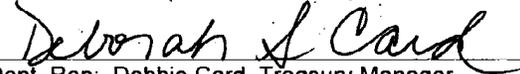
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>8/26/11</u>	Tom Hocking, President	TL Hocking & Associates
Signature	Date	Typed Name and Title	Company Name
P.O. Box 10097	Phoenix	AZ	85064
Address	City	State	Zip Code

Attested by:


Wanda Nelson, City Clerk


Director: Brent Mattingly, Director of Finance


Dept. Rep: Debbie Card, Treasury Manager


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

The above referenced Contract Amendment is hereby Executed
September 9, 2011, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor



City Seal

(Rev 02/11/10)

CC Number

LCON09309B

Contract Number:

Official File

L CON 09309B

ORIGINAL



CONTRACT AMENDMENT

Materials Management Procurement

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

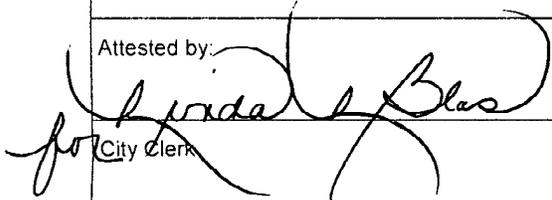
Solicitation No: P10-0006 Page 1 of 1
Description: Financial Advisory Services
Amendment No: One (1) Date: 9/8/2010

Buyer: Lisa Houg, CPPB

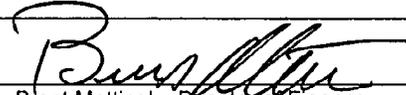
In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/10. The new contract term is 11/01/2010 to 10/31/2011.

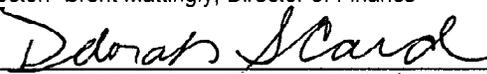
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>9/15/10</u>	<u>Tom Hocking, President</u>	<u>TL Hocking & Associates</u>
Signature	Date	Typed Name and Title	Company Name
<u>P.O. Box 10097</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85064</u>
Address	City	State	Zip Code

Attested by: 

for City Clerk


Director: Brent Mattingly, Director of Finance


Dept. Rep: Debbie Card, Treasury Manager

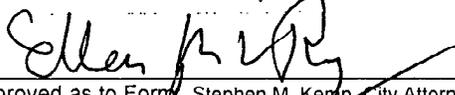
Ellen Van Riper, Assistant City Attorney



CC Number

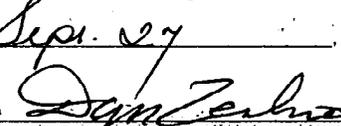
LCON09309A

Contract Number:


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

The above referenced Contract Amendment is hereby Executed

Sept. 27, 2010, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

for

City Seal
(Rev 02/11/10)

Official File

L CON 09309A



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P10-0006** Proposal Due Date: **September 2, 2009**
 Materials and/or Services: **Financial Advisory Services** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

OFFER

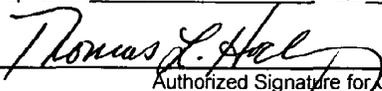
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception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

For clarification of this offer contact:

Name: Tom Hocking

Telephone: (480) 368-1010 Fax: (480) 368-1011

TLHocking & Associates LLC
Company Name


Authorized Signature for Offer

P.O.Box 10097
Address

Thomas L. Hocking
Printed Name

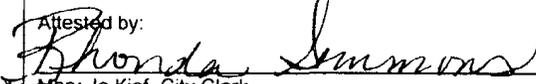
Phoenix AZ 85064
City State Zip Code

President
Title

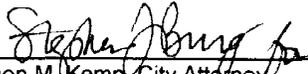
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

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; 3.) This written acceptance and contract award.

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

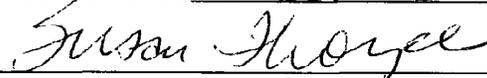
Attested by: 
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 10/24/09

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

CC: 11C-10/20/09

Contract Awarded Date October 23, 2009


Carl Swenson, City Manager



LCON09309

Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar 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 provided in this *Request for Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

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

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

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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.

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Peoria, Arizona 85345-6560

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Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

- 11. INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12. NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
- 13. SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14. RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 15. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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



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16. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. FORCE MAJEURE: Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

18. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. WARRANTIES: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect



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the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. INSPECTION: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. TITLE AND RISK OF LOSS: The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. LIENS: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. LICENSES: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. PATENTS AND COPYRIGHTS: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. COST OF BID/PROPOSAL PREPARATION: The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City



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during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Term.
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) 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 15 pages.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.



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- a. Overall Firm Experience.
- b. Staff Assignments and Qualifications.
- c. Cost Considerations.
- d. Conformance to Request for Proposal.

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
15. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
16. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.



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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.

17. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 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, or 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. Professional Liability



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

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

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

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

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

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

20. **Independent Contractor:**

a. General

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

b. Liability

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

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



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c. **Other Benefits**

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

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

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

22. **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.

23. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

24. **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



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

25. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

26. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
27. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;



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- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

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

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

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: P10-0006

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Financial Advisory Services

I. Scope of Services

A. To provide financial advisory services to the City and its affiliated organizations for the debt issuance process and debt management activities which may include:

1. Assist in the issuance of General Obligation, Municipal Development Authority, Community Facilities District, Improvement District, Utility Revenue, and other authorized debt including structuring alternatives, debt issuance timetables, debt service schedules, credit ratings or enhancements, rating agency presentations, marketing strategies, and preparation and distribution of preliminary and official statements.
2. Preparation, revision and delivery of the City's "Current Debt Profile Manual" no later than August 1st of each year.
3. Review and recommend changes, as necessary, to the City's "Principles of Sound Financial Management" policy.
4. Develop cash flow proformas for various projects as required.
5. Monitor market conditions, propose refunding opportunities to generate debt service savings and calculate the City's debt position as requested.
6. Develop proformas, prepare debt service schedules and financing programs for anticipated debt as required for the City's utility rate reviews.
7. Participate in the development of financing strategies for the City to successfully finance proposed project(s).
8. Assist in evaluating financial options, including alternative revenue sources to support financing.
9. Complete financial analysis as requested by the Chief Financial Officer.
10. Provide support in developing the structuring and timing of debt issues and other financial options including advice on current trends and innovative financing mechanisms for similar types of projects.
11. Assist in negotiations with Developers and/or related parties regarding Development Agreements and other related agreements.
12. Advise and assist in developing strategies to improve or enhance credit ratings including preparation of credit and rating analyses and presentations.
13. Attend and participate in City Council meetings and staff meetings as requested by the Chief Financial Officer.
14. Provide assistance and develop framework for City to meet complete disclosure requirements as required by Rule 15(c)2-12.

B. To provide financial advisory services to the City in connection with the review and analysis of applications to have the City consider requests for the formation and creation of Community Facilities Districts ("CFD") within the City to include:

1. Provide a preliminary review of an application submitted by a developer applicant based on the City's CFD Guidelines and Application Procedures.
2. Provide a written review (feasibility report) of the application as submitted by the City identifying at a minimum any gaps, weaknesses, missing or incomplete information, any initial concerns to the City, capacity of the potential CFD to be self-supporting, financial integrity of the proposed financing structure, creditworthiness of the applicant as it relates to meeting its obligations under the proposed financing, identification of impacts to the City, an evaluation of the community benefits to be provided by the CFD to the development or to the City, and make recommendations to the City regarding the appropriateness of proceeding with the application.
3. Participate in meetings and discussions with prospective CFD applicant and the City.
4. Complete financial analysis as requested by the Chief Financial Officer.
5. Assist in the creation and formation of the CFD, including coordination of efforts of Bond Counsel, Developer, Developer's Counsel and City staff.
6. Assist in negotiations with Developers and/or related parties regarding Development Agreements and other related agreements related to the formation of the CFD and anticipated debt issues.
7. Develop and maintain appropriate timetables and schedules for all activities necessary for formation undertaking.
8. Develop cash flow proformas for various projects as required.



SCOPE OF WORK

Solicitation Number: P10-0006

Materials Management Procurement

8314 West Cinnabar Avenue
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Phone: (623) 773-7115
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9. Prepare debt service schedules and financing programs for anticipated debt as required.
10. Participate in the development of financing strategies related to the CFD.
11. Provide support in developing the structuring and timing of debt issues and other financial options including advice on current trends and innovative financing mechanisms
12. Advise and assist in developing strategies to improve or enhance credit ratings including preparation of credit and rating analyses and presentations.
13. Attend and participate in City Council meetings and staff meetings as requested by the Chief Financial Officer.
14. Assist in the ongoing administration of the District's affairs as required.

II. General

The City traditionally issues the majority of its new money bonds utilizing a competitive sale process. The Financial Advisor firm will be allowed to bid on competitive sale issuances but is prohibited from serving as an underwriter on issues sold by negotiated sale.

III. Submittal Requirements

A. Proposal Format

Proposals shall be submitted in one (1) original and three (3) 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 the local office(s) which will be performing the work. The proposals should be submitted in the maximum length of 15 pages.

B. Proposal Content

The following items shall be addressed in the proposal submission:

1. Overall Firm Experience
 - Include a listing of all Arizona clients your firm has served in the municipal bond area during the past three (3) years and indicate whether those bond issues were competitive, negotiated or a combination thereof, and also include the size of each issue.
 - Outline your firm's experience during the past three (3) years with the major rating agencies including any presentations and the results of those presentations.
 - Outline your firm's experience with Improvement Districts and Community Facilities Districts.
 - Include how many years your firm has been in business and how long you have been providing services in Arizona. Include the number of staff and indicate if you have a local office in Arizona.
2. Staff's Assignments and Qualifications.
 - Include, but not limited to, key staff and their experience and background related to providing financial advisory services.
3. Cost Considerations.
 - Include a schedule of proposed fees to include a competitive sale, negotiated sale, refunding and bond defeasance based on a cost per \$1,000. Include a minimum and a maximum fee for each type of bond transaction.
 - Include an itemized list with projected amounts for other costs of issuance and incidental expenses the City is expected to incur.
 - Include fees for any other services such as rating presentations, financial analysis, analysis of refundings, and training or educational services.
 - Include the hourly rate for all staff to be assigned to this contract.
4. Provide a minimum of three (3) client references.
5. Include any additional data support - detailed resumes, etc.



SCOPE OF WORK

Solicitation Number: P10-0006

Materials Management Procurement

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Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

C. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 11, Evaluation.

D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on September 2, 2009.

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: **P10-0006**

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

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



TLHocking & Associates LLC
MUNICIPAL FINANCE CONSULTANTS

October 1, 2009

Dan Zenko
City of Peoria
Materials Management Department
8401 W. Monroe St.
Peoria, AZ 85345

Re: Financial Advisor Fee Modification

Dear Mr. Zenko:

Pursuant to your request, please be advised that the Financial Advisory monthly retainer fees contained in our response to the Request for Proposals for Financial Advisor Services (No. P10-0006) will be reduced under the Alternative Fee Schedule provision to \$2,500. We are, therefore, agreeable to modify the monthly retainer amount from \$3,000 to \$2,500.

This reduction of the monthly retainer will not affect whatsoever the level or quality of service we will provide as described in our scope of work.

We have appreciated our long relationship with the City and look forward to continued service. If you have any other questions regarding our proposal, please don't hesitate to contact me.

Respectively Submitted,

Tom Hocking
President
TLHocking & Associates LLC



TLHocking & Associates LLC
MUNICIPAL FINANCE CONSULTANTS

September 2, 2009

Mr. Brent Mattingly
Finance Director and Chief Financial Officer
City of Peoria
8401 W Monroe St
Peoria, AZ 85345

Re: Response to Request for Proposals for Financial Advisory Services
Solicitation No. P10-006

Dear Brent:

TLHocking & Associates LLC (the "Firm") is pleased to have the opportunity to present to you our qualifications to provide the City of Peoria (the "City") with financial advisory services. As you know, we have had the privilege to serve the City for 25 years as the City's Financial Advisor and would be honored to continue that relationship.

Having more than 35 years of experience in municipal finance, both in the public and private sectors, we have been involved with nearly every type of public finance structure for many of the cities and towns in Arizona as a financial advisor.

Although the Firm currently is small in size, it is large in stature. In our relatively short period of existence compared to other well-established investment banking firms, our Firm has been involved in over \$2 billion of taxable and tax-exempt financings as a financial advisor or special consultant to cities. We attribute our success in large part to the quality of service we provide to our clients. We have focused our efforts on adding value to the financial transaction and creating innovative solutions to unique financings. We would appreciate the opportunity to continue those efforts for the City.

We value our relationship with Peoria and consider the City to be our premier client.

Some of the highlights that characterize TLHocking's background and relationship with the City include:

- Served as the City's Financial Advisor since 1984
- Assisted in development and implementation of major Policies of Sound Financial Management and Community Facilities District policies;
- Implemented and annually update Peoria Debt Profile Manual
- Valuable "institutional knowledge" of the City's policy development background
- Voluntarily reduced monthly retainer fee by 25% to assist with budget issues
- Assisted with numerous bond rating upgrades which resulted in significant debt service savings
- Committed to quick response to staff inquiries
- Relationship oriented not transaction driven
- Only locally based independent financial advisor

Mr. Brent Mattingly
City of Peoria
September 2, 2009
Page 2

As we have described in our proposal, our Firm is uniquely qualified to continue to serve the City as your Financial Advisor. There are no other local firms that can provide independent financial advisory services along with the depth of knowledge and experience we believe we have demonstrated to the City.

We consider our current clients to be our best resources for us. So we encourage you to contact them to discuss our capabilities, quality of service and responsiveness.

We look forward to your favorable consideration and if you should have any questions, please don't hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Hocking". The signature is fluid and cursive, with a large loop at the end.

President
TLHocking & Associates LLC



**City of Peoria
Request for Proposals
For Financial Advisory Services
P10-0006**

September 2, 2009

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City's RFP Forms	



Firm Overview and Experience

**OVERVIEW
AND
FIRM EXPERIENCE**

TLHocking & Associates LLC ("TLHocking") was established in March 2001 as a local Arizona-based municipal finance consulting firm capitalizing on the extensive experience and expertise of its key member, founder and President, Tom Hocking. The firm's primary purpose is to provide independent financial advisory services to municipal and private sector clients throughout Arizona and the Southwest. Prior to forming the firm, Mr. Hocking served as an investment banker and financial advisor with several regional investment banking firms for over 17 years. Prior to his investment banking experience, Tom served in the public sector as a municipal finance officer in two Arizona cities over a 10-year period. He has also had the privilege to serve as the City's financial advisor for 25 years.

Throughout his our many years of experience in the capital markets, Tom has learned that providing quality service with honesty and integrity are the key elements to establishing long term relationships that will result in successful financing transactions. We work diligently at being "relationship oriented" rather than "transaction driven". Our primary responsibility, therefore, in our continued engagement with the City of Peoria will always be to serve the best interests of the City rather than padding corporate statistics. We believe that serving clients with commitment, responsiveness, honesty and integrity to be our greatest strengths.

The primary focus of TLHocking & Associates LLC is to provide truly independent financial advisory services to both our public and private sector clients.

Unlike other traditional investment banking firms with underwriting, sales and trading operations, our scope of services will be to provide independent financial advisory services to the City of Peoria. Most of the other firms the City will receive information from also perform financial advisory services in conjunction with other bond underwriting services. As a result, the scope of services they provide

may be skewed toward "other" services related to the underwriting side of the transaction and less on meeting the financial objectives of the City. The City's bond issues should be developed in a manner that serves the best interests of the City rather than the financial interests of the investment banking firm.

The Government Finance Officers Association ("GFOA") has adopted a Recommended Practices Statement related to the selection of financial advisors. In that statement, GFOA says, "In considering the roles of the financial advisor and underwriter, it is the intent of this Recommended Practice to set a higher standard (emphasis added) than is required under MSRB Rule G-23, because disclosure and consent are not sufficient to cure the inherent conflict of interest."¹

¹ GFOA Recommended Practice, Selecting Financial Advisors (2008) (Debt), approved by the GFOA Executive Board, October 17, 2008.



Financial Advisory Services Proposal

A related Recommended Practice regarding "Selecting and Managing the Method of Sale of State and Local Government Bonds (1994 and 2009) (Debt)", states that the "relationship between issuer and financial advisor is one of 'trust and confidence' which is in the 'nature of a fiduciary relationship'. This is in contrast to the relationship between the issuer and underwriter where the relationship is one of some common purposes but also some competing objectives, especially at the time of bond pricing."² That Recommended Practice further states:

- "Due to inherent conflicts of interest, the firm acting as a financial advisor for an issuer should not be allowed to resign and serve as an underwriter for the transaction being considered".
- "Due to potential conflicts of interest, the issuer should also enact a policy regarding whether and under what circumstances it will permit the use of a single firm to serve as an underwriter on one transaction and a financial advisor on another transaction."²

• • •

An independent financial advisor is necessary to avoid potential conflicts of interest.

GFOA Recommended Practices

• • •

The overriding theme of these two Recommended Practices is that an independent financial advisor, not associated with underwriting bonds for a client issuer, is necessary to avoid potential conflicts of interest.

List of TLHocking Clients Served In the Past 3 Years

TLHocking has had the privilege to represent a number of municipal clients as well as a few private sector clients over the past three (3) years. However, our current list of clients began over 25 years ago with the City of Peoria. We are very proud to say that we have represented Peoria for 25 consecutive years.

Client	Services Performed	Dates of Service
City of Peoria	City Financial Advisor	1985-Present
Vistancia CFD (Peoria)	Financial Advisor	2002-Present
City of Yuma	Financial Advisor	1987-Present
City of Glendale		
Phoenix Coyotes Bankruptcy	Special Financial Advisor	2008-Present
Glendale Arena	Arena Consultant	2001-Present
Westgate City Center Mixed-Use Development	Special Projects Advisor	2001-Present
Cardinals/STA Stadium	Special Projects Advisor	2005-Present
Spring Training Baseball Facility	Special Projects Advisor	2007-Present
USA Basketball Association Relocation	Special Projects Advisor	2007-Present
Main Street Mixed-Use Development	Special Projects Advisor	2007-Present
Cabela's GPLET Project	Special Projects Advisor	2006-Present
City of Sierra Vista	City Financial Advisor	1989-Present

² GFOA Recommended Practice, Selecting and Managing the Method of Sale of State and Local Government Bonds (1994 and 2007), approved by the GFOA Executive Board, October 19, 2007.



Financial Advisory Services Proposal

<u>Client</u>	<u>Services Performed</u>	<u>Dates of Service</u>
Town of Fountain Hills	Revenue Enhancement Study Consultant	2004
Town of Chino Valley	Revenue Enhancement Study Consultant	2003
Salt River Devco	Hotel and Asset Management Consultant	2008-Present
Global Entertainment Corporation Prescott Valley Multi-Purpose Events Center	Financial Feasibility Consultant Financial Consultant/Private Placement Agent	2006-Present 2005-2007
Wenatchee Events Center	Financial Consultant/Private Placement Agent	2006-2009
Parkland Development Corporation (I-10 Development)	Public Finance Consultant	2008-2009

List of Financings TLHocking Served As Financial Advisor

The following is a list in which TLHocking has served as Financial Advisor or Placement Agent. These financings involved competitive, negotiated or private placement types of bond sales. For a few of these transactions the Firm served the issuer as a special consultant in structuring and processing a bond issue.

<u>Date</u>	<u>Par Amount</u>	<u>Issue</u>	<u>Type of Sale</u>
7/17/09	\$8,484,204	Peoria WIFA Loan (DW-Water Lines)	Prvt Plmt
7/17/09	\$4,545,000	Peoria WIFA Loan (CW-Beardsley)	Prvt Plmt
7/17/09	\$4,021,623	Peoria WIFA Loan (CW-Sewer Rehab)	Prvt Plmt
7/17/09	\$1,577,978	Peoria WIFA Loan (CW-Sec. A)	Prvt Plmt
2/19/09	\$68,440,000	City of Peoria GO Bonds, Series A (2009)	Comp
11/13/08	\$41,535,000	Greater Wenatchee (WA) Regional Events Center Public Facilities District Bond Anticipation Notes	Neg
10/30/08	\$199,750,000	City of Glendale Western Loop 101 Public Facilities Corp. Third Lien Excise Tax Revenue Bonds, Series 2008C	Neg
6/25/08	\$22,500,000	Sierra Vista MPC Municipal Facilities Revenue Bonds, Series 2008	Comp
5/16/08	\$8,575,253	Peoria WIFA Loan (CW)	Prvt Plmt
3/12/08	\$47,000,000	Peoria Munic. Dev. Auth. Trans. Excise Tax Rev. Bonds	Comp
2/15/08	\$42,741,541	Peoria WIFA Loan (CW)	Prvt Plmt
11/20/07	\$127,925,000	City of Yuma MPC Sr. Lien Utility Rev. Bonds, Series 2007	Comp
11/20/07	\$61,100,000	City of Yuma MPC Munic. Fac. Rev. Bonds, Series 2007D	Comp
11/20/07	\$30,785,000	City of Yuma MPC Munic. Fac. Rev. Bonds, Series 2007B	Comp
4/12/07	\$4,950,000	Peoria ID No. 0601	Comp
3/21/07	\$18,365,000	Peoria GO Refunding Bonds, Series B (2007)	Comp
3/7/07	\$94,380,000	Peoria GO Bonds, Series A (2007)	Comp
12/28/06	\$22,760,000	Vistancia (Peoria) CFD	Neg
12/8/06	\$16,200,00	Peoria/WIFA DW Loan Agmt	Prvt Plmt



Financial Advisory Services Proposal

Date	Par Amount	Issue	Type of Sale
12/8/06	\$27,183,342	Peoria/WIFA CW Loan Agmt	Prvt Plmt
3/31/06	\$3,875,000	City of Yuma ID No. 68	Comp
3/8/06	\$6,675,000	Peoria MDA Rev. Bonds, Series 2006	Comp
TOTAL	<u>\$863,368,941</u>		



\$22,500,000
City of Sierra Vista MPC Municipal
Facilities Revenue Bonds
Series 2008C

FINANCIAL ADVISOR



\$199,750,000
City of Glendale
Western Loop 101
Public Facilities Corp.
Excise Tax Revenue Bonds
Series 2008C

SPECIAL PROJECTS ADVISOR



\$68,440,000
City of Peoria
GO Bonds,
Series A
(2009)

FINANCIAL ADVISOR



\$127,925,000
City of Yuma MPC Municipal
Facilities Revenue Bonds
Series 2007

FINANCIAL ADVISOR

Rating Agency Experience

Over the past three (3) years we have had a considerable amount of contact with each of the three municipal bond rating agencies. In all of those cases TLHocking had developed and coordinated the presentations made by our clients to these agencies. These presentations have been made at the rating agencies' offices in New York City, on-site at the respective cities or via telephone conference calls.

Throughout our many years as a financial consultant, we have developed a long-term professional and excellent relationship with all of the analysts that cover Arizona municipal bond issuers. We stay in constant contact with all of the rating services. Often times, analysts will call us to check on the status of our clients or request meetings with us when they are in the area even though we do not have a rating request before them.

We believe that much of this success is due to the preparation that goes into the presentation materials provided to the rating agencies. Each presentation is filled with detailed information relevant to the issuer and the specific credit being rated. That material generally includes a discussion of the city's financial policies, financial reports and detailed history of major tax and revenue sources, demographic



Financial Advisory Services Proposal

and economic information of the community, fund balance analysis, long-term capital planning efforts, debt management program, transaction specific information on the credit being rated, including disclosure documents, and the timetable for the financing. Prior to meeting with the rating agencies we review the materials for accuracy and consistency. This material is then sent to the rating agencies several days prior to our meetings so that they may become familiar with the information beforehand.

We also believe it is important to have the rating analysts make site visits to our client cities. Over the last three (3) years we have hosted 12 site visits. These visits put into perspective the written material with the actual, first-hand observations of the community. We have found these meetings to be very productive when the analyst can see and experience the demographic and economic vitality of a community. In addition, we have also been involved with clients in 7 conference calls and 6 meetings in New York City.

● ● ●

Our municipal clients have received nine (9) upgrades and ten (10) new ratings. None have ever been downgraded.

● ● ●

Since 2006 we have had a total of 25 meetings or conference calls with our clients and the rating agencies. **During that time our clients have received nine (9) upgrades and ten (10) new ratings related to new credits.** We are also proud to say that none of our municipal clients have ever had their underlying bond ratings downgraded by any of the rating agencies.

As described above, we believe that the success we have had with the rating agencies is due in large part to the amount of preparation that goes into a rating presentation. In general, it takes approximately 6-8 weeks to adequately prepare materials for a presentation. However, we believe the time invested to prepare these presentations produce significant positive results

Our experience and the constant contact and interaction with the rating agencies will continue to be a significant benefit to Peoria. We would hope that our track record with the significant number of bond rating upgrades the City's bonds have received are a result of the detailed preparation and analysis that goes into each presentation.

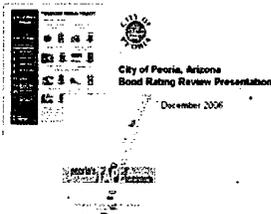
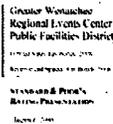
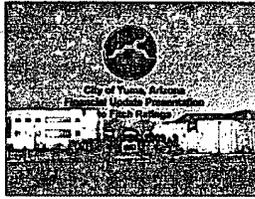
Needless to say, any improvement in bond ratings saves a significant amount of money over the life of a bond issue. As a result of the numerous upgrades the City of Peoria has saved millions of dollars in debt service and significant savings to the taxpayers of Peoria. Therefore, a considerable amount of attention is given to the rating process.

On the following page is a list of the rating presentations we have been involved with over the past three (3) years. This information includes the outcome of those rating reviews.



Financial Advisory Services Proposal

Date	Issuer	Bonds Rated	Rating Agency	Rating Outcome
April 2009	City of Yuma (Site Visit and Conference Call)	Excise Tax Revenue Bonds	Fitch	Affirmed current rating of "A". Positive outlook.
January 2009	City of Peoria (Site Visit)	GO	Moody's	Affirmed current rating of "Aa2"
		GO	Standard & Poor's	Upgraded to "AA+"
		GO	Fitch	Affirmed current rating of "AA"
		HURF	Fitch	Upgraded to "AA-"
August 2008	City of Wenatchee, WA (Conference Call)	Project Revenue Bonds Bond Anticipation Notes	Standard & Poor's	New rating – "SP-1+"
May 2008	City of Sierra Vista (Site Visit)	Excise Tax	Moody's	Affirmed current rating of "A3"
		Excise Tax	Standard & Poor's	Upgraded to "AA"
		Excise Tax	Fitch	Affirmed current rating of "A"
December 2006	City of Peoria	Excise (Road) Tax	Moody's	New Rating – "A"
		Excise (Road) Tax Excise Tax	Standard & Poor's	Upgraded to "AA+" New Rating – "A"
		Excise (Road)Tax	Fitch	New Rating – "A+"





Experience with Improvement District and Community Facilities Districts

TLHocking has considerable experience with Improvement Districts ("ID's") and Community Facilities Districts ("CFD's") in Arizona specifically serving as a financial advisor. In addition to our experience with new money financings for IDs and CFDs, we have been involved in the development of CFD policies for various cities. For example, we have also assisted the cities of Peoria, Yuma, Scottsdale, Sierra Vista, and Surprise in preparing comprehensive CFD policies. We have also developed special expertise in the defeasance of ID assessments and refunding CFDs. One of the most innovative techniques developed by Mr. Hocking related to defeasance of outstanding ID bonds involving an assessment prepayment defeasance program developed in connection with the City of Scottsdale Bell Road Improvement District and the McDowell Mountain Ranch Improvement District. The advantage of this program was that it allowed for the prepayment of assessments and release of liens prior to maturity, thus releasing the City from the contingent liability of assessment payments.

The following is a list of IDs and CFDs Mr. Hocking has been involved with as a financial advisor:



Apache County
Greer Acres ID (1999)



City of Peoria	ID No. 0601 Park West (2007)	ID No 9102--New River (1993)
	ID No. 9303 (1999)	ID 8802-Paradise Lane (1992)
	ID No. 9801 (1999)	ID 8801-North Valley Power Ctr (1992)
	83 rd Ave ID (1997)	Sunny Boy Water Co (1991)
	Arrowhead Fountains (1997)	Vistancia CFD (Phase I) (2002)
	ID No. 9602 (1997)	Vistancia CFD (Phase II) (2005)
	ID 9202 Arrowhead Shores (1994)	Vistancia CFD (Phase III) (2006)



City of Kingman
Kingman Estates ID (1993)
City of Kingman ID (1996)



City of Phoenix

City of Phoenix
Biltmore Fashion Sq. Co-op Rd (1992)
City of Phoenix 24th St & Camelback (1993)
Tatum Ranch CFD (1996)



City of Scottsdale	Pima Acres I-8901 (1998)	Bell Road ID No. I3704 (1993)
	Desert Ranch ID I4701 (1994)	Craftsman Court ID No. I2301 (1993)
	ID No. I4701 (1994)	Adobe/Miller ID I1001 (1992)
	Desert Ranch Infrastructure	McDowell Mountain Ranch CFD
	ID No. I3705 (1994)	(1999, 1994)
	Desert Ranch Water Acquisition	DC Ranch CFD (1998)
	(1994)	Scottsdale Mountain CFD (1995, 1993)



Financial Advisory Services Proposal



City of Tucson

Civano Phase I Neighborhood ID (1998)
Spec. Assmt (Neighborhood No. 1 ID) (1998)



City of Yuma

Yuma ID No. 68 (2007)
Yuma Palms ID No. 67 (2005)



Town of Prescott Valley

Entertainment District (Multi-Purpose Events Center) CFD (2005)

Mr. Hocking has been involved in over 25 Improvement District bond financings as a financial advisor totaling over \$97 million. In addition, he has been involved in 10 CFD financings totaling \$104 million.

Other TLHocking Professional Experience

Throughout his professional career Mr. Hocking has attended and participated in numerous local, state and national professional organizations and associations. He has also been an officer in the State association of the Government Finance Officers Association, the GFOAz and belongs to the national organization.

The following list highlights some of the organizations and events that Mr. Hocking has actively participated in as a speaker or instructor:

PRESENTATIONS TO PROFESSIONAL ORGANIZATIONS

- Arizona City/County Management Associations: Webinar – “Public-Private Partnerships – Innovative (and Realistic) Options – From the Public Perspective”, Sept 2007
- Arizona Finance Officers Association: Government Property Lease Excise Tax Presentation, Nov 2006
- Arizona Finance Officers Association: “Public Private Partnerships”, Mar 2006
- Arizona Finance Officers Association: “Types of Bonds and Methods of Sale”, Aug 2000
- IEDC Conference: “A Total Approach for the Development of Multi-Purpose Events Centers”, Jan 2005
- IEDC Conference – “Sports Commissions and Authorities”, Jan 2004
- ICSC CenterBuild - “Retail, Entertainment and Public Venues”, 2005
- Public Infrastructure Financing Workshop – “Community Facilities Districts and Improvement Districts in Arizona”, Dec 2002



PRESENTATIONS TO CITY OF PEORIA

Citizens Bond Committee Overview of Bonds Presentation, Oct 1999
Discussion of Vistancia Community Facilities District Presentation, Sept 2002
Bond Overview Presentation May 2003
City Improvement Districts Presentation, Oct 2003
Refunding Bond Presentation, Oct 2003
Bond Authorization and Sale Process, Nov 2003
Annual Revenue Symposium -"Stadia-Mania", Aug 2004
Citizens Bond Committee Overview of Bonds Presentation, Sept 2004
Citizens Bond Committee Presentation, Sept 2004
Community Facilities District Presentation, Feb 2009
Peoria Economic Development Board Presentation, June 2009

Additionally, we have made numerous formal presentations at City Council meetings, Citizens' bond committee meetings, bond rating meetings, special events meetings and professional organizations.

Mr. Hocking has conducted many training sessions on the fundamentals of municipal finance for most of our clients, including the cities of Peoria, Glendale, Yuma, Surprise, Chino Valley, Fountain Hills and Sierra Vista.



Financial Advisory Services Proposal

The Firm is an Arizona-based financial advisory firm with its office in Phoenix. As noted above, since the Firm was established for the primary purpose of providing independent financial consulting services to our clients we do not underwrite municipal bonds, so our clients can be assured that we will not attempt to "change roles" and underwrite bonds in which there also was a financial advisory role.

STAFF ASSIGNMENTS AND QUALIFICATIONS

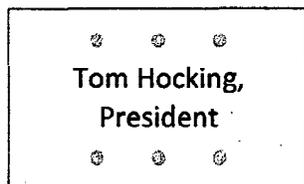
Although the firm is small and locally-based, we are unparalleled in quality, integrity and commitment to serving our clients. As a result, the City can be assured that it will continue to receive immediate and constant attention. On several occasions the City staff has requested information that required a quick response. We provided the financial information so the staff could provide it to the Council in an expedited manner. Unlike most of the other firms that have a large number of clients competing for the firm's resources, we have a limited number of clients so that we can provide immediate response to their needs. Unfortunately, in firms with a large client base, unless the client is a high profile and frequent issuer, it is relegated to a second tier status and serviced by junior consultants.

To that end, the City can be assured that it will continue to be serviced by Mr. Hocking as the lead consultant. He will be assisted by all of the resources of the firm. All of the financial advisory services will be provided by personnel from our Phoenix office. As noted, the City can expect that we will devote 100% of the time required to provide services to the City by any person working on the account and can be available for on-site meetings at the City with reasonable notice and will be available to the City as required to insure the highest possible level of service.

Mr. Hocking, as lead consultant has a significant amount of experience in municipal finance, having nearly 35 years of combined experience serving municipal governments in both the public and private sector.

With respect to changes in key personnel, the City will be notified if there are any changes (or additions) to the professionals serving the City. Upon notification, if the City is not completely satisfied with those changes, then the City may either request additional personnel changes or would be able to cancel our agreement.

Resumes of the principals associated with the City's account are provided below.



Tom formed an independent municipal finance advisory firm in 2001. He has over 30 years of experience in municipal public finance; having served over 25 years as a financial advisor and as an investment banker to local governments as well as over 10 years as a municipal finance officer, having served as the Finance Director of the City of Prescott and Assistant Finance Director of the City of Phoenix. Most recently as a Financial Advisor, he has

successfully completed a variety of public infrastructure, sports facilities and economic development transactions for local governments and private developers involving innovative and creative financing structures. He has been involved in nearly all of Peoria's debt financing transactions. He has also been involved in the Glendale Arena; Cardinals Stadium; Prescott Valley Events Center; Glendale, Surprise and



Financial Advisory Services Proposal

Peoria Spring Training Facilities; and numerous public-private economic development projects. (see detailed Personal Resume in the Appendix)

He received a Masters degree in Public Administration from Arizona State University and a Bachelor's degree in Political Science from Southern Colorado State College.

Amy Jacobsen,
Associate

Amy has been associated with the Firm for over two years. Her expertise is primarily in real estate and housing planning development. Prior to her affiliation with the firm, she served with the State of Arizona Department of Housing for over 5 years. She has also been involved in a number of affordable housing projects involving federal tax credits and real estate projects involving public-private partnerships between local governments and developers. She was also involved in a major "Revenue Enhancement Study" the Firm conducted for the Town of Fountain Hills. Her analytical skills and experience with financial modeling has been valuable in assisting local governments with economic development projects.

She received her Masters degree in Real Estate Development from Arizona State University and a Bachelor's degree in Criminal Justice from St. Mary's University in San Antonio.

Jennifer Sanchez
Research Analyst
and Administrative
Support

Jennifer has been providing technical and administrative support to Arizona municipal clients for over 10 years. Having previously been associated with U.S. Bancorp Piper Jaffray and Principal Financial Securities, Ms. Sanchez has provided administrative and technical support to the Cities of Scottsdale, Tucson, Peoria, Avondale, Kingman, Glendale, Sierra Vista and Surprise along with other Arizona issuers including Water Infrastructure Finance Authority and numerous Arizona school districts. She has also been involved in cash flow and financial modeling on several public-private partnership transactions. One of Jennifer's primary responsibilities related to the City's account is to maintain continuing disclosure filing data and updating the City's Annual Debt Profile book.

She has attended the University of Phoenix majoring in Business Administration.



Financial Advisory Services Proposal

As described herein, TLHocking will provide the City with the following services related to the sale of bonds:

COST CONSIDERATIONS: FEES FOR SERVICES

Bond Sale Process

- Development of a Financing Schedule
- Analysis of Debt Structure Alternatives
 - *Development of maturity schedules into existing debt service*
 - *Maximize call features to the City's advantage*
 - *Evaluate credit enhancement and bond insurance*
- Assist in Underwriter Selection (if necessary)
- Procurement of Other Financial Services (if necessary)
 - *Special Tax Counsel*
 - *Trustee*
 - *Registrar/Paying Agent*
 - *Feasibility Consultants*
 - *Verification Agents*
 - *Official Statement Printer*
 - *Arbitrage Rebate Consultants*
- Development of Financing Disclosure Documents
- Coordination of the Bond Sale
 - *Timing of Bond Sale*
- Assist in Preparation of Rating Presentation and Maintaining Rating Agency Contacts
 - Assist in credit and rating analyses, updates, submissions and presentations, etc.
- Conduct the Sale of the Bonds
- Prepare the Closing Memo and Assistance with Closing Procedures

Proposed Standard Fee Schedule: For the bond sale services outlined above, TLHocking proposes to maintain the same financial consulting fees as originally proposed in 2003. Our fee structure based on the type of bond issued is as follows:

New Money Bond Issue (General Obligation or Excise Tax Revenue Bonds):

\$0.75/\$1,000 principal amount of bonds issued

Refunding Bond Issue:

\$1.15/\$1,000 principal amount of bonds issued

Improvement District (Special Assessment) Issue:

\$1.00/\$1,000 principal amount of bonds issued

These fees will be capped at any bond issue in excess of \$50 million. However, there will be a minimum standard fee of \$10,000 per bond issue regardless of the type and size of the bond issue.

CFD Financial Advisory Services: For consideration of the services to be described above, the City agrees to compensate the Firm for the following amount for the services provided within each phase of the engagement:



Financial Advisory Services Proposal

Phase 1: Application Review: \$2,000

Phase 2: Review & Recommendation: not to exceed \$13,000 (to be determined on a case by case basis)

Phase 3: Creation and Financing: \$2.50/\$1,000 par amount of issue size (\$25,000 minimum to \$50,000 maximum. To be paid from bond proceeds.)

Phase 3: On-going Administration & Disclosure: \$5,000 per CFD and issue

Other Costs:

Any and all services required to successfully complete the issuance of bonds, whether on a competitive or negotiated sale basis will be performed by TLHocking, including but not limited to preparation of all disclosure documents, official statements, notices of sale, securing credit enhancement, bond sale reports, closing memoranda, etc. It is proposed that fees related to the issuance of bonds be paid from bond proceeds.

Any and all costs of issuance related to a bond issue will be paid from bond proceeds. These costs may include Bond Counsel fees, Rating Agency fees, Insurance premiums, Trustee, Registrar and Paying Agent Fees, costs of printing, publication and distribution of disclosure documents, MSRB fees, CUSIP fees, etc. For those service that are subject to cost discretion, such as insurance premiums, printing and publication costs we propose to secure bids for those services in order to keep the costs to a minimum.

Alternative Fee Schedule:

As an alternative to the Standard Fee Schedule described above, TLHocking proposes the following for your consideration similar to the current fee structure in place with the City:

- a) **Monthly Retainer:** A monthly retainer in an amount of \$3,000. Such retainer will cover any and all work necessary to provide the bond sale services described herein, but also the following additional services.

Financial Planning

- Assist in the development and/or updates to the City's Financial Policies
 - *Review of Existing Debt Structures*
 - *Review of the Capital Budget*
 - *Analysis of Future Debt Capacity*
 - *Identification of financing alternatives including alternative revenue sources to support capital project financing*
 - *Develop financing strategy for the City to successfully finance proposed project(s)*

Other Services

- Preparation and/or annual update of "Current Debt Profile Manual"
- Review and/or development of the City's Financial Management or Debt Policy Statements
- Development of cash flow proformas for various projects, as requested
- Monitor market conditions and propose refunding opportunities to generate significant debt service savings
- Assist in the analysis of proformas related to utility rate reviews
- Provide support in structuring and timing of debt issues and other financial options including advice on innovative financing solutions



Financial Advisory Services Proposal

- Assist in the negotiations with any Developer and/or related parties regarding a Development Agreement and other related development incentive agreements and/or creation of Community Facilities Districts
- Attend and participate in City Council meetings and staff meetings, as required
- Provide on-going disclosure, as required to comply with Rule 15(c)2-12 disclosure requirements on an annual basis
- Any other items as requested by the Finance Manager, City Manager or City Council
- Quarterly on-site visits with the Finance Director and staff

b) Specific Bond Issuance:

In addition to the compensation described above related to the Alternative Fee Structure, if the City or an entity of the City should issue bonds, obligations or other debt instruments, a fee in the amount not to exceed the following amounts may be due:

New Money Bond Issue (General Obligation or Excise Tax Revenue Bonds)

\$0.35/\$1,000 principal amount of bonds issued

Refunding Bond Issue

\$0.50/\$1,000 principal amount of bonds issued

Special Assessment Issue

\$0.75/\$1,000 principal amount of bonds issued

These fees will be capped at any bond issue in excess of \$50 million. The minimum standard fee will be waived under this alternative fee schedule.

c) Special Projects:

For projects that have been determined by mutual consent to be beyond the scope of services contemplated above, the City shall determine those to be Special Projects. An estimate of the time required to complete the Special Project will be provided to the City prior to commencement.

The hourly Financial Consulting Fees for Special Project Services provided to the City are as follows:

<u>Hourly Consulting Fee</u>	<u>Assigned Consultant</u>
\$150.00	Firm Officer/Associate
\$90.00	Administrative Assistant

If the City has questions or issues with any of the fee structures proposed, TLHocking is very willing to negotiate a fee structure that better fits the City's needs. Do not consider this proposal to be a "final and best offer".

Expenses:

The City will be responsible for reasonable out-of-pocket expenses incurred by TLHocking including but not limited to expenses related to pre-approved out-of-state travel, communications, cost of copying and word processing, etc.



Financial Advisory Services Proposal

The following is a list of references related to current clients of TLHocking. Each of these contacts has worked directly with Mr. Hocking and has first-hand knowledge of the quality of service the firm provides. We are pleased to be associated with these clients and encourage you to contact these references as you assess our qualifications to serve the City.

CLIENT REFERENCES

PUBLIC SECTOR

City of Sierra Vista
Mr. David Felix
Finance Manager
1011 N. Coronado Drive
Sierra Vista, Arizona 85635
(623)

City of Yuma
Mr. Robert Stull
Assistant City Administrator
One City Plaza
Yuma, AZ 85364
(928) 373-5020

City of Glendale
Mr. Ed Beasley
City Manager
Mr. Art Lynch
Deputy City Manager
5850 W. Glendale Ave.
Glendale, AZ 85301
(623) 930-2000

PRIVATE SECTOR

Global Entertainment Corporation
Mr. Rick Kozuback
President & CEO
1600 N. Desert Dr. Suite 302
Tempe, AZ 85281
(480) 994-0772

HB Equities
Mr. Danny Hendon
Mr. Bob Banovac
Partners
16427 N. Scottsdale Rd. Suite 440
Scottsdale, AZ 85254
(480) 977-2999

The Ellman Companies
Mr. Steve Ellman
President
2850 E. Camelback Rd. Suite 110
Phoenix, AZ 85016
(602) 840-3000

APPENDIX



TLHocking & Associates LLC
MUNICIPAL FINANCE CONSULTANTS

THOMAS L. HOCKING

Mailing Address

TLHocking & Associates LLC
P.O. Box 10097
Phoenix, Arizona 85016
(480) 368-1010 (Office)
(480) 368-1011 (Fax)
(602) 460-7000 (Mobile)
tlhocking@msn.com

PROFESSIONAL CAREER

- 2001 – Present **President** - TLHocking & Associates LLC. (Phoenix, AZ). An independent municipal financial advisory firm formed to serve local governments and the development community. Firm also involved in sports facilities financing and public/private partnership projects.
- 1998-2001 **Managing Director** – U.S. Bancorp Piper Jaffray Inc. (Phoenix, AZ). Regional investment banking and full service brokerage firm. Municipal bond underwriter and financial advisor to many local governments in Arizona and Southwest. Lead investment banker to over 20 municipalities, colleges, and special districts throughout the State. Involved in public infrastructure financings totaling over \$2.0 billion throughout investment banking career.
- 1995-1998 **Senior Vice President and Managing Director** – Principal Financial Securities, Inc. (Phoenix, AZ). Regional investment banking firm involved in municipal bond underwriting and financial advisory services to Arizona local governments.
- 1991-1995 **Senior Vice President** – Peacock, Hislop, Staley & Given, Inc. (Phoenix, AZ). Local investment banking firm; Capital Markets Group specializing in underwriting municipal bonds and serving as financial advisor.
- 1989-1991 **Senior Vice President/Manager** – Kemper Securities Group (formerly Boettcher & Company). Investment banking firm specializing in underwriting municipal bonds. Arizona municipal finance department manager located in Scottsdale responsible for Southwest region.
- 1984-1989 **Senior Vice President** – Boettcher & Company. Regional investment banking firm doing similar work as described above.
- 1980-1984 **Assistant Finance Director** – City of Phoenix, Arizona. Responsible for two of four department divisions (Treasury and Risk Management). Also responsible for debt program and City-wide revenue forecasting. Supervised over 150 employees. Responsible for implementing City-wide financial management system.
- 1975-1980 **Finance Director** – City of Prescott, Arizona. Responsible for overall financial and debt management systems of City as well as risk management and personnel functions. Also served in capacity of Assistant City Manager.
- 1975 **Research Intern** – League of Arizona Cities and Towns. Assisted local governments with specific issues and conducted research for special projects affecting legislative activities while attending graduate school.
- 1974 **Summer Intern** – Tempe (Arizona) Police Department. Developed research material for graduate studies practicum while attending graduate school.

- 1973 **Page.** Arizona State Senate (Phoenix, Arizona). Worked as Senate Page while attending graduate school
- 1971 **Legislative Intern** – U.S. Congress (Washington, D.C.). Representative Frank Evans (D-Colorado). Assisted with legislative analysis and constituent service, while attending undergraduate school.

EDUCATION

Masters degree in Public Administration – 1975
Arizona State University (Tempe, Arizona)

Bachelors of Science degree in Political Science – 1972
Southern Colorado State College (Pueblo, Colorado)

PROFESSIONAL CERTIFICATIONS

Securities and Exchange Commission Registrations:

Series 7 (Arizona, Colorado)
Series 63 (Arizona, Colorado)

VOLUNTEER WORK

- 2002-2004 **President, Board of Directors - Surprise Sundancers** (City of Surprise, Texas Rangers and Kansas City Royals spring training booster group)
- 1989-2002 **Chairman and Member, Board of Directors** – Arizona Department of Corrections Business Solutions Council and formerly DOC Venture Team
- 1994-2001 **Chairman, Treasurer, and Member, Board of Directors - Peoria Diamond Club** (City of Peoria, San Diego Padres and Seattle Mariners spring training booster group)
- 1995-1999 **Member, Board of Directors** – Xavier College Preparatory Foundation
- 1989-1997 **Member, Board of Trustees** – Prescott Historical and Cultural Center
- 1994-1997 **Vice Chairman, Board of Directors** – Peoria Economic Development Group

Other civic committees and organizations

- 1991-1992 **Member, Annual Comprehensive Budget Review Committee** – City of Phoenix
- 1976-1980 **Member, Board of Directors** – Yavapai (Prescott) Big Brothers/Big Sisters
- 1976-1980 **Member, Board of Directors** – Prescott YMCA
- Life Member** – ASU Alumni Association
- Member** – Arizona Finance Officers Association and Government Finance Officers Association