

**REQUEST FOR PROPOSALS
Business Park Feasibility Study
RFP: 12ED121311**

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals from qualified firms to conduct a Business Park Feasibility Study at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP –12ED121311 Business Park Feasibility Study” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	None
Proposal Due Date:	January 9, 2012
Proposal Time:	12:00:00 PM MST (NOON)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	patricia.lacombe@maricopa-az.gov
Mailing Address:	P.O. Box 610, Maricopa, Arizona 85139
Location:	45145 West Madison Avenue, Maricopa, Arizona 85139

OFFER

To the City of Maricopa: 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 the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION	
For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error 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 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 in writing or via e-mail **no later than five (5) days prior to the bid opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* ID 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. **DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 12:00:00 p.m. (noon) on January 9, 2012, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.
4. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.
5. **AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time.
6. **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.

7. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
8. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - a. Waive any immaterial defect or informality: or
 - b. Reject any or all proposals, or portions thereof, or
 - c. Reissue a Request For Proposal
 - d. Unless the Offeror states otherwise, 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. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

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STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or 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 Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, 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 the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of 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 the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the 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 Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements

of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
10. **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.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the 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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; 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 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 the resultant 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 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 *certificate-return receipt* and shall make 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 the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **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.
14. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. **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 the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They 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.

16. **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.

17. **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 the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP 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.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
21. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-391, the City is prohibited from purchasing from a company with scrutinized business operations in Sudan.
25. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
26. Per A.R.S. § 35-393, the City is prohibited from purchasing from a company with scrutinized business operations in Iran.
27. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The

CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

- 27.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Maricopa is pursuing the Development of City-owned property, referred to as the Estrella Gin property, as a Business Park through the utilization of Public-Private Partnerships. The property is anticipated to be developed in a significant manner for private employment space but will also be utilized for public uses including the relocation of an Amtrak Station, the construction of a Fire Station, and the development of a Public Works Yard.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City may contract until the project is completed or terminated, cancelled or extended as otherwise provided herein.

1. **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 in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. 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.
2. **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.
3. **Term of Contract:** The term of any resultant contract shall commence upon the issuance of a Contract awarded by the City of Maricopa City Council and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
5. **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 any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under any resultant 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 any resultant 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.
6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request For Proposals for which the proposal was submitted shall be publicly read and recorded in the

presence of a witness. Proposals, modifications, and all other information received in response of this Request For Proposal shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Evaluation:** The City of Maricopa shall evaluate proposals based upon the following criteria listed below in order of importance.
 - a. The Contractor's experience with similar projects including qualifications of key project personnel. References shall be checked and reviewed as a portion of this criterion with the results affecting points awarded (possible points 30).
 - b. A clear and comprehensive project approach addressing all objectives detailed in the Scope of Services to be provided in this RFP (possible points 20).
 - c. Overall conformance to this Request for Proposal (RFP) including format and required responses (possible points 20).
 - d. Overall cost of services (possible points 20).
 - e. Proposed timeline and approach to project completion (possible points 10).
8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
9. **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 Finance Director 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 Finance Director makes a written determination.
10. **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 remains confidential pursuant to applicable requirements.
11. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.
12. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.

13. **Liquidated Damages:** Liquidated damages shall be in the amount of \$50.00 for each calendar day of delay.
- If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
 - Insurance: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
14. **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.
15. **Bonds** Not Applicable.
16. **Brand Name or Equal and Product Return Policy:** All items offered and/or purchased shall be brand-name quality and fit equivalence to the items detailed on the Specifications listing. All such “brand name or equivalent” items are subject to verification of quality and fit equivalence by the City end user. A money back guarantee or 30 day full credit return policy for non-compliant products shall be in effect for non-compliant products commencing upon date of delivery to the City of Maricopa.
17. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - 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:

- 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-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES

While the City of Maricopa Economic Development Department strongly believes that the City's level of economic activity and economic development competitiveness are being adversely impacted by a limited inventory of developable sites in a master planned and controlled business park environment, it recognizes that a rigorous assessment of market data, trends, and competing areas is necessary to justify development of this property for this purpose.

According to Area Development Magazine's 25th Annual Corporate Survey and 7th Annual Consultant's Survey (<http://www.areadevelopment.com/AnnualReports/jan2011/corporate-consultants-survey-site-selection2011-39290.shtml>), costs of doing business continues to be a key site selection criteria while building availability has grown significantly in importance. Over one-third of corporate representatives surveyed found the presence of existing buildings or property to be highly important to their business location decisions (ranking #10 of 26 in site selection factors), specifically due to the need for fast development and location timeframes (Exhibit 4). Recent prospect activity with the Greater Phoenix Economic Council (Exhibit 3) shows that among relocating or expanding industrial companies, the greatest demand is for 100,000 contiguous square feet of existing space or higher. Any location that cannot offer an available inventory of shovel-ready sites and buildings will be at a significant competitive disadvantage to those that do. With less than 20 qualified available buildings of 100,000 square feet or more in the entire Metro area, there appears to be an opportunity for development of such appropriate space in Maricopa.

The Business Park Feasibility Study of the Estrella Gin property is intended to determine the market opportunity and financial feasibility of the development as a Public-Private Partnership opportunity. In so doing, the financial gap, if any, will be identified and methods for closing that gap will be recommended. This Study will then become the basis for the solicitation of a development partner for the development of the bulk of the property, through the RFQ/RFP process.

Project Background

The City of Maricopa is seeking a qualified firm to conduct a Business Park Feasibility Study for the City-owned property known as the Estrella Gin property.

Development of the property is intended to address:

- The immediate need for additional sites in master-planned environments that meet the needs of prospect businesses
- The long-term need for an adequate inventory of developable parcels

Site Description:

The Estrella Gin property is a 51.576-acre parcel located within the City of Maricopa's Redevelopment District, approximately 1/2 mile west of State Route 347 in Maricopa and 1/4 mile south of State Route 238 to its north (Exhibits 1 and 2). The physical address of the property is 45862 West Garvey Avenue, Maricopa, Arizona, 85139. Detailed parcel information can be found online at <http://pinalcountyaz.gov/Departments/Assessor/Pages/ParcelInfoSearch.aspx?b=510&m=17&p=005&s=E>.

Project Initiation:

In 2011, the City of Maricopa purchased the Estrella Gin property. The purpose was initially to develop a City Public Works Yard as well as relocate the Amtrak Station to a location more conducive to tourism and less disruptive of traffic patterns on State Route 347. The City Council also expressed to staff a strong desire to utilize the balance of the property to encourage economic development and attract employers to Maricopa.

On November 1, 2011, staff made a formal presentation to the Maricopa City Council, outlining the need for the creation of employment space in the community, most specifically light industrial and office space. The presentation also provided an overview of a recommended approach to soliciting a master development partner for project completion. This presentation and the associated staff report can be viewed online as item 9.7 of the November 1, 2011 City Council meeting:

http://cityofmaricopa.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=399.

Community Comments Regarding Proposed Uses:

To gain input from community stakeholders on the proposed approach for the development, an input session was held with participation from 22 individuals representing organizations including the Maricopa Chamber of Commerce, the Maricopa Economic Development Alliance, the Heritage District Citizens Advisory Committee, the Maricopa Historical Society, and general residents. Participants heard presentations on the project concept from City staff and were given an overview of current trends in regional economic development prospect activity from the Greater Phoenix Economic Council. Citizens then broke into facilitated focus groups to address questions regarding the overall approach for the project, the recommended commercial uses, and what public facilities they felt would be appropriate on the site. At the event's conclusion, group captains reported on their group's overall comments for each question and written surveys were collected. The data was compiled, shared with Council and group participants, and placed online.

Reference Documents:

1. Estrella Gin Project Webpage: www.estrella.maricopamatters.com
2. Survey results from 11/22 visioning session:
 - a. <http://maricopamatters.com/downloads/Estrella/Estrella%20Gin%20Focus%20Group%20-%20Captain%20Presentations.pdf>
 - b. <http://maricopamatters.com/downloads/Estrella/Estrella%20Gin%20Focus%20Group%20-%20Survey%20Responses.pdf>
3. City of Maricopa Economic Development Strategic Plan:
http://www.maricopamatters.com/downloads/2011EDSP_Final.pdf
4. Redevelopment District Area Plan:
<http://www.maricopamatters.com/downloads/City%20of%20Maricopa%20Redevelopment%20Area%20Plan%20Adopted%2007.07.09.pdf>
5. Community Projects Map: http://www.maricopamatters.com/downloads/2011map_small.pdf
6. Economic Development Department Data: www.MaricopaMatters.com

SCOPE OF SERVICES:

Based on the information provided as background of site and goals of the project, the following elements shall be addressed in the final Business Park Feasibility Study report:

1. **Review of Compatibility of Target Industries for the Project Site:**
 - Evaluate the City's ability to attract target industry employers (identified in the City's Economic Development Strategic Plan) to the site and provide recommendations as to which, if any, are appropriate for the property. This will be important in the final determination of type of facilities needed for development.

2. **Market Analysis:**
 - Conduct a market study of the City of Maricopa and surrounding areas to determine if the demand is present for a Business Park in the community at the Estrella Gin property. This study should assist the City in determining whether construction of such a development is warranted and whether the market could financially support the project as proposed. It should address present and possible future competition for this project.
 - This research should include but may not be limited to consideration of the following:
 - A review of greater regional market trends and recent locates in the Phoenix and Central Arizona markets to determine prospect activity and future opportunities
 - Regional supply of industrial and employment property
 - Demand generators for development
 - Regional lease rate activities and requirements for rates in Maricopa in order to be competitive within the market

3. **Existing Infrastructure Assessment:**
 - Complete an analysis on the needed road network to support a Business Park.
 - Once the road network is determined, Consultant will be required to coordinate with the Engineering/Transportation Department to complete an infrastructure analysis (roads, water, sewer, electrical, gas, communications, etc).
 - City staff will consult with utility companies and produce the infrastructure estimates.

4. **Industrial Land Use Analysis:**
 - Determine the degree and scale to which the site can be developed, given physical constraints and assuming inclusion of public projects (Fire Station, Public Works Yard, Amtrak Station, adequate buffers) as described in the narrative above.
 - Develop conceptual estimates for the amount and type of private building space recommended for development on the property, based on industry needs and City code requirements for development.
 - Consider the need for office space as well as tech incubator space at the project site, determined through interpretation of market analysis as well as surveys of local business growth opportunities regarding their space needs.

5. **Project Fiscal Feasibility Analysis:**

This analysis will determine whether the proposed development is financially feasible from a developer's perspective, and if not feasible, what alternative land use mixes and/or City regulations and incentives would reduce the feasibility gap and shift the project out of the 'red'

and into the 'black,' allowing for the successful attraction of a development partner. This gap estimate should project the feasibility of private development interest and success, comprised of a streamlined developer pro forma that calculates profit by "feeding back" an industry standard profit margin into the development costs. It will be important for the consultant to answer the question of financial feasibility using this methodology, understanding that a degree of uncertainty exists in any analysis based on the real estate market. It is difficult to predict with certainty the estimated selling prices, lease rates and construction costs of commercial space in a project to be built at some uncertain time in the future, especially in an environment of expected interest-rate increases. Therefore, reasonable assumptions based on current market trends will be acceptable for the purposes of this study.

The Fiscal Feasibility Analysis should include analysis and recommendations including but not limited to:

- Creation of a sketch development concept pro forma, including project, operating, and tenant improvement costs based on demand and facilities analyses
 - Detail of the capital requirements for project construction and the costs of operation of the project upon completion of construction; this should be detailed enough to show the major line items and significant assumptions used to calculate all such costs
 - Evaluation of scenarios including public ownership of facilities and other strategies for limiting lease costs for tenants
 - Explanation of financing options for various scenarios utilizing both public and private funding sources, such as the use of below-market-rate public financing for both the public partner portion of the project and private funding partner in financing space for commercial companies
 - Provide recommendations for obtaining adequate initial and long-term funding
6. Impact Analysis: Determine the projected impact on the local, regional and state economy in terms of jobs, wages, and tax revenues generated from the operation of this Business Park.
7. Implementation Plan: Prepare an implementation plan required to accomplish each major project part including but not limited to:
- Timing
 - Estimated cost
 - Entity(ies) responsible for implementation
 - Public actions necessary to complete the project on time and within cost estimates, such as capital projects, amendments to land development regulations, and incentives

Public Review and Approval: Consultant will be available to make a presentation of the final report to the Maricopa City Council at a public meeting.

***While it is the City's belief that the approach above will provide the most comprehensive document possible and will adequately answer the question as to the feasibility of the project, the purpose of this solicitation is to hire a professional firm with significant experience in similar projects. Therefore, proposals suggesting alternative approaches to achieving similar final goals will be equally considered.**

PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
3. **Letter of Transmittal (Limit to two pages):** A signed letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **Firm Overview (Excluding attachments, limit to four pages):**
 - a. Your firm is in what primary line of business?
 - b. Does your firm have at least one office located in the State of Arizona?
 - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
 - d. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.
5. **Bonds - Not Applicable**
6. **Experience (Excluding attachments, limit to four pages):**
 - a. Identify at least three (3) comparable services provided by the firm to municipalities since January 2008 similar in scope to the City's request.
 - i. Description of the project
 - ii. Project targeted completion date and actual completion date

- iii. Project budget and final project cost
 - b. Experience of key personnel to be assigned to this project
 - i. Description of the project
 - ii. Role of the person
 - iii. Resumes of key personnel to be assigned to this project
7. Complete and return the attached City of Maricopa Substitute W-9 form (Attachment A).

8. **Method of Project Approach:**

Provide a clear and comprehensive project approach addressing all of the objectives detailed in the Scope of Services. Description of how the firm will approach the completion of this Study, along with a detailed timeline and requirements for participation of staff members and community stakeholders.

9. **References (Limit to one page):**

Include the name, address and telephone number of five (5) clients for whom similar services have been provided since January, 2008. References must be current, and should be relevant to the required services. Please provide a one line description of services provided with each reference and samples of services.

9. **Disclosures of conflict of interest: (Limit to one page):**

The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

10. **Proposed Fees/Compensation (Limit to two pages):**

Cost not to exceed \$50,000 due to budgetary constraints (with detailed pricing sheet denoting hourly rates and not-to-exceed amount).

11. **Pre-submittal Meeting:**

None.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

Attachment A

SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____

2. Business Name (if different than above): _____

3. DUNS #: _____

4. Federal employer identification number (or SSN): _____

5. Type of organization (check one):

Individual/Sole Proprietor Limited Liability Company*

Corporation ***Choose the tax classification**

Partnership Disregarded Entity

Other: _____ Corporation

Partnership

6. Order Address:

(Order address) (City) (State) (Zip code)

7. Remittance address (if different than above):

(Remittance address) (City) (State) (Zip code)

8. Contact person for bid invitations: _____

9. Phone Number: _____ Fax Number: _____

10. Email address of contact person: _____

11. Applicant is a (check one):

Factory Representative Jobber

Manufacturer Authorized distributor

Retail dealer Contractor

Consultant Other: _____

12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned Woman-owned Not Applicable

13. How long has the company been in business? _____

14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes No

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (*this section must be completed*):

PART III: APPLICANT TERMS & CERTIFICATION

Terms:

The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).

(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).
4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.14) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Name (*Please print*)

Signature

Title (*Please print*)

Date

EXHIBIT 1
AERIAL VIEW, ESTRELLA GIN PROPERTY (orange shade)

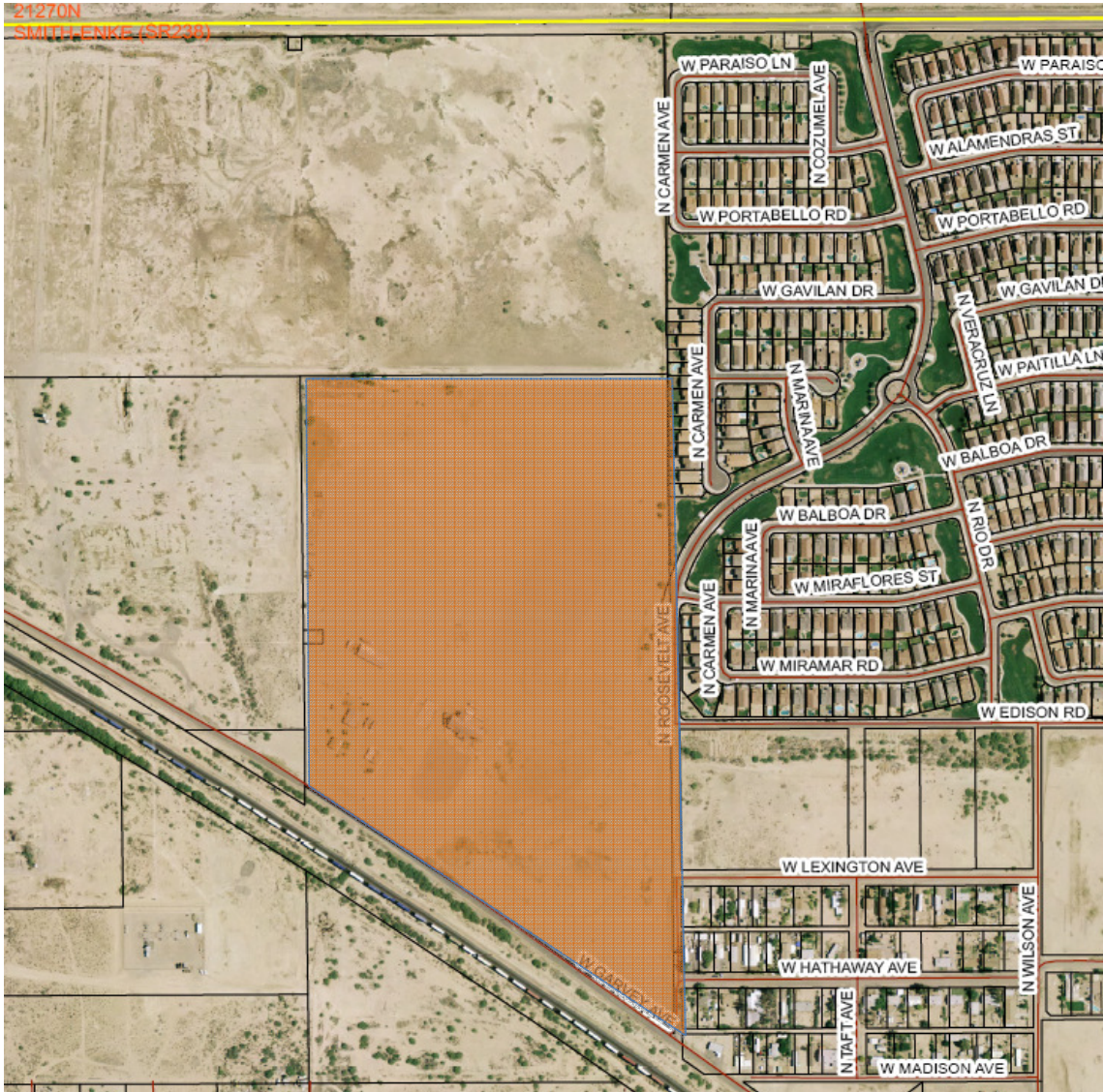
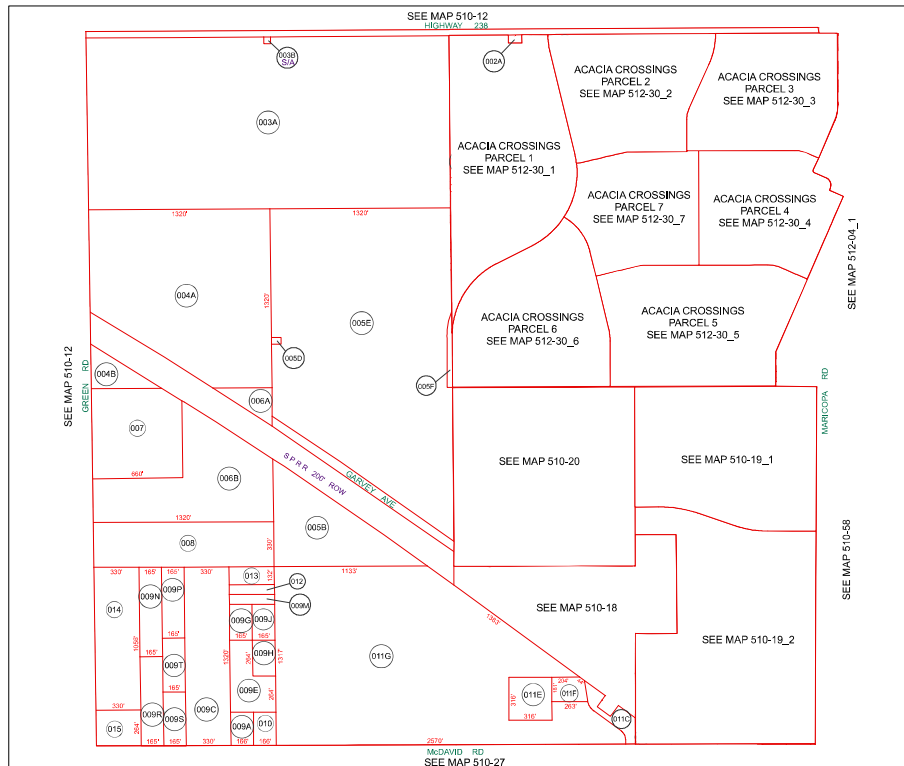


EXHIBIT 2
Pinal County Assessor Map for 510-17-005E



BOOK - MAP
510-17
 SEC. 21 T.04S. R.03E.

LOCATION MAPS

6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	32	33
34	35	36	37	38	39	40

SECTION

Revised: 10/3/2011
 By: AHB

PINAL COUNTY
 Equal Opportunity

Pinal County Assessor

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA INDICATED HEREIN, EITHER EXPRESSED OR IMPLIED BY PINAL COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.

EXHIBIT 3 GPEC Prospect Overview Data



October 2011

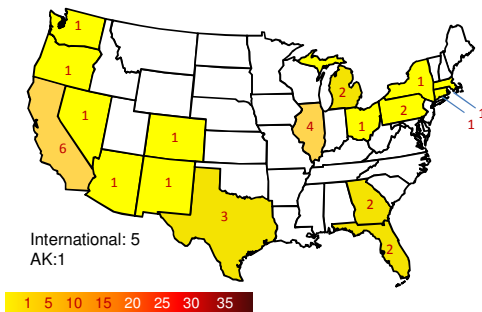
QUICK OVERVIEW

- Prospects are 116% of last year.
- Prospects are 103% of goal.
 - 9% of prospects are from California.
 - 42% are in high wage industries.
- There were 3 Etracks to date in 2nd Qtr 2012.
- Maxwell Technologies located in October, creating 100 jobs and \$26 M in capital investment

CURRENT PROSPECT ACTIVITY	TOTAL
Current Active Prospects	339
FY11 Prospects	64
Capital Investment Potential	\$796.8 M
Job Potential	12,273
Square Footage Potential	6,955,500

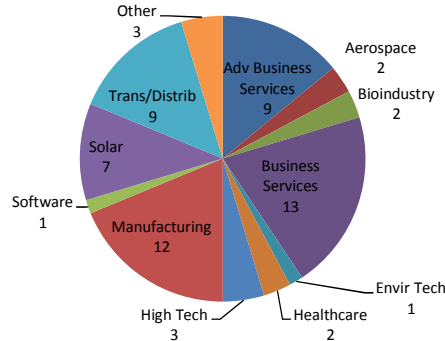
PROSPECTS BY REGION

- California and Illinois have the highest number of prospects.
- Five international prospect to date this fiscal year, including one each from China, Denmark Italy and Japan.



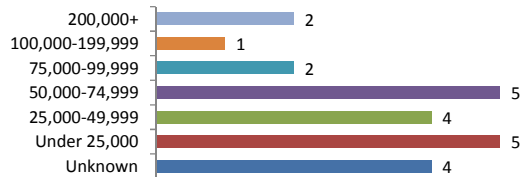
PROSPECTS BY INDUSTRY

- 12 manufacturing projects in FY12; up from 9 in FY11
- 13 business services projects in FY12; up from 9 in FY11.
- 9 distribution projects in FY12 compared to 5 in FY11



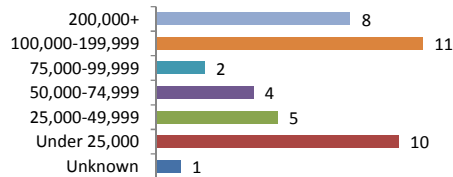
PROSPECT OFFICE NEEDS – SQUARE FOOTAGE

- 4 projects in the 25,000-49,999 range in FY12; up from 1 in FY11.
- 3 projects over 100,000 SF in FY12; the same as FY11.
- 5 in the 50,000-74,999 SF range in FY12 compared to 9 in FY11.
- 23 overall office projects to date in FY12 compared to 16 in FY11.



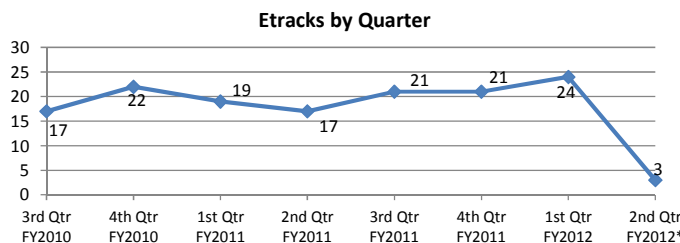
PROSPECT INDUSTRIAL NEEDS – SQUARE FOOTAGE

- 8 projects above 200,000 SF in FY12, the same as FY11.
- 11 projects between 100,000-199,999 SF in FY12; 7 in FY11.
- 10 projects under 25,000 SF in FY12; 8 in FY11.
- 41 industrial prospects to date in FY12; 39 in FY11.



PROSPECT ETRACKS

- 3 prospects were etracked in October, a smaller number than average



*Through October 2011



EXHIBIT 4 Area Development Magazine Survey Results



Figure 26 Combined Ratings of 2010 Factors Corporate Survey 2010

Site selection factors

	2010	2009
Ranking		
1. Highway accessibility	97.3	92.9 (2)**
2. Labor costs	91.0	96.7 (1)
3. Tax exemptions	90.9	88.4 (3)
4. Occupancy or construction costs	89.8	86.7 (7)
5. State and local incentives	89.3	84.9 (8)
6. Corporate tax rate	86.3	87.0 (5)
7. Availability of skilled labor	85.9	86.9 (6)
8. Inbound/outbound shipping costs	84.0	81.7 (10)
9. Energy availability and costs	82.1	88.0 (4)
10. Availability of buildings	81.0	75.7 (12T)
11. Low union profile	75.4	75.8 (11)
12. Environmental regulations	74.8	71.2 (17)
13. Availability of land	73.4	75.7 (12)
14. Availability of advanced ICT services	72.9	83.2 (9)
15. Expedited or "fast-track" permitting	68.2	72.2 (16)
16. Right-to-work state	67.9	74.0 (14)
17. Proximity to major markets	66.4	73.3 (15)
18. Proximity to suppliers	63.6	63.9 (19)
19. Raw materials availability	61.5	57.0 (21)
20. Availability of long-term financing	58.5	65.4 (18)
21. Training programs	56.7	61.7 (20)
22. Accessibility to major airport	50.0	49.0 (23)
23. Availability of unskilled labor	45.4	55.5 (22)
24. Proximity to technical university	36.1	36.7 (24)
25. Railroad service	36.0	27.4 (25)
26. Waterway or oceanport accessibility	21.9	17.7 (26)



Corporate Survey Analysis: Costs Still Top Concern, But Building Availability Importance Growing by Kathy Mussio, Atlas Insight

Cost concerns still lead the Corporate Survey's top site selection factors, but building availability is becoming more important.

Kathy Mussio, Managing Partner, Atlas Insight, LLC (Winter 2011)

Most of us would agree that the past few years have been a challenge to the site selection community with respect to corporate relocations. This has been due to a variety of factors, including uncertainty in the global economy, uncertainty with the U.S. tax environment, and the tightening of capital markets...to name a few. From the end of 2008 through the end of 2010, overall increases in the number of new facilities have been down — and from the survey responses — may continue to be down for several years to come.

Two words that ruled the day in 2010 were “consolidation” and “optimization.” Whether through company mergers or simply existing portfolio optimizations/rationalizations, companies were looking for ways to shrink footprints and shed lower-performing/higher-cost locations as part of cost-cutting measures. This has clearly been a trend that will continue through 2011 and beyond. Consolidation and optimization are two reasons why it is notable, once again, that those companies that are undertaking expansions do not anticipate a large number of new jobs to be created. Executives responded that this is the trend both domestically and abroad. In the current uncertain economic environment, many companies are taking baby steps into new markets, with smaller capital expenditure initiatives, rather than taking on the risk.

It's not surprising that seven of the 10 top ranked site selection factors are cost-related. Finding ways to reduce or control costs has been the name of the game in 2010. Incentives continue to trend up in importance over the past few years, with about 90 percent of respondents citing state and local incentives and tax exemptions as important site selection factors for projects. Anecdotally, we have found this to be true, with our clients placing a much greater weight on the incentives factor than in past years. Straight tax credits have been much less appealing to companies, with much more importance placed on “usable” incentives, such as grants or refundable/saleable credits.

Also notable is the increased importance of availability of buildings, now ranking 10th among the site selection factors. The cost and time involved in “ground up” is prohibitive in most cases — and since there has been a shortage of viable existing manufacturing buildings available in certain communities, this has been a source of frustration for companies.

While consolidation of existing locations will continue to be strong for 2011 and beyond, the immediate prognosis for new facilities looks weak. In 2009, more than 70 percent of the executives responding to the Corporate Survey believed that the economy would significantly improve by the end of 2010 or in early 2011; now, only 15 percent of the executives surveyed in 2010 believe the economy will improve early this year. At the risk of sounding too “bearish,” it is unlikely that the site selection community will attain the pre-2007 new project expansion numbers until 2013 or beyond. Be prepared for a very shallow upward slope economic recovery, which will translate into fewer new jobs and true expansion projects.

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AREA DEVELOPMENT SITE AND FACILITY PLANNING ONLINE

25th Annual Corporate Survey

The economy's gradual recovery during 2010 has resulted in increased business optimism, a rise in new facility plans, and some changes in site selection priorities.

Geraldine Gambale, Editor, Area Development Magazine (Winter 2011)

Our 2010 survey results were gathered and analyzed toward the end of last year's third quarter, which happened to be a good one for the economy. At that time, manufacturing activity, as measured by the Institute for Supply Management (ISM), registered 56.6, indicating steady growth. Americans' confidence in the economy also rose to a five-year high, and they started to open up their wallets, with consumer spending up 2.5 percent in last year's third quarter.

CEO's confidence increased in turn. *Chief Executive* magazine's CEO Confidence Index increased 14.7 points in late November 2010. Consequently, we see that business investment in equipment and software grew as well (at a 15 percent rate in 2010's third quarter), and companies began to hire. Jobs were added in 41 states last October, although we must admit that this was not enough to significantly reduce unemployment numbers.

So while the 2009 Corporate Survey results reflected the nation's economic downturn, we expected that the results of the 2010 Corporate Survey would validate the economy's return to growth, albeit at a slow pace. Let's look at these results now to see if they reflect the latest U.S. economic news.

The Respondents

Some 158 executives responded to our 2010 Corporate Survey. Of those, fully two-thirds are with manufacturing firms (Slideshow, Figure 1). More than 40 percent are the owners or highest-level executives of their firms (e.g., CEO, chairman, president), and another quarter are high-level corporate officers (e.g., vice president, treasurer) (Slideshow, Figure 2).

It follows, therefore, that 43 percent of the 2010 Corporate Survey respondents are responsible for their companies' final location decisions. More than half of the remaining respondents are involved in either the preliminary site selection decision or information gathering (Slideshow, Figure 3).

Forty-six percent of the corporate respondents operate five or more domestic facilities, while only slightly more than a quarter of these executives operate just one domestic facility. Nearly a third of the respondents say they operate foreign facilities. Of these, more than two-thirds claim to operate five or more foreign facilities (Slideshow, Figure 4).

When considering all their facilities worldwide, 30 percent of the respondents to our 2010 Corporate Survey say they employ 1,000 or more people. A similar percentage say they employ fewer than 100 individuals worldwide, and another third of the respondents say they employ between 100 and 499 workers (Slideshow, Figure 5).

More than 60 percent of the respondents report that their companies did not add or decrease their number of facilities over the 12-month period prior to the survey. However, 22 percent claim to have increased their number of facilities and 17 percent claim to have decreased their number of facilities over the aforementioned period (Slideshow, Figure 6).

Nearly 40 percent of the respondents who claim to have increased their number of facilities attribute those additions to growth in sales/production. More than 40 percent point to the need to serve new markets as a primary reason for adding facilities. When it comes to decreasing their number of facilities, 75 percent of those respondents who have done so over the 12-month period prior to the survey cite the need to consolidate facilities, with nearly 30 percent focusing on a need to lower operating and labor costs, and more than 20 percent pointing to decreased product sales (Slideshow, Figures 7 and 8).

Did the Great Recession affect our 2010 Corporate Survey respondents' facility plans? Interestingly, about 20 percent say "no" — they still plan to open new facilities and hire more workers. However, many of the respondents say "yes" — the Great Recession led them to seek new ways to optimize current facility layouts (33 percent); caused them to defer capital spending (30 percent); put new facility plans on hold (25 percent); and reduce current employment (22 percent) (Slideshow, Figure 9).

When asked about when they expected the economy to improve significantly, last year, 40 percent of the 2009 Corporate Survey respondents said they expected that to happen by 2011. Now, however, nearly 50 percent of our 2010 Corporate Survey respondents think the economy will not improve significantly until 2012, and nearly 40 percent have set the timeline for improvement back until 2013 (Slideshow, Figure 10).

The sluggish pace of economic recovery is reflected by the responses of this year's survey-takers. Let's now examine these respondents' plans for new and expanded facilities to see if they also reflect their longer-range outlook for economic improvement.

New and Expanded Facility & Relocation Plans