



PINAL COUNTY  
wide open opportunity

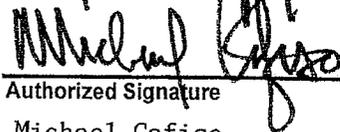
## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.



Shareholder

Authorized Signature

Title

Michael Cafiso

March 29, 2016

Printed Name

Date

Greenberg Traurig, LLP

602.445.8451

Company Name

Telephone

2375 East Camelback Road, Suite 700, Phoenix, Arizona 85016

Address

City, State, Zip

For clarification of this offer, contact:

Name: Michael Cafiso Phone: 602.445.8451 Fax: 602.445.8100

Email: cafisom@gtlaw.com

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

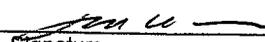
The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 1st day of June 2016.

Todd House  
Name (Print)

Chairman  
Title

  
Signature

Approved as to form:

  
Pinal County Attorney's Office



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## Offer and Acceptance

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Finance Department  
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### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder 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 Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Greenberg Traurig, LLP

Firm

Authorized Signature

	<p><b>ROQ – 151721</b>  <b>Specialty Legal Services</b></p>	<p>Pinal County  Finance Department  31 N. Pinal St.  Bldg. A  P.O. Box 1348  Florence, AZ 85132</p>
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**PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

("Contractor"), with its principal place of business at (address)

**AND**

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

**SECTION 1. PURPOSE AND SCOPE**

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

**SECTION 2. TERM**

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

**SECTION 3. PRICING AND PAYMENT TERMS**

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

**SECTION 4. INSURANCE**

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



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Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

**SECTION 5. SUBCONTRACTOR INSURANCE**

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

**SECTION 6. INDEMNIFICATION**

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

**SECTION 7. NOTICE OF CLAIM**

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

**SECTION 8. CLAIMS/LIMITATION OF ACTION**

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with



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ROQ – 151721  
Specialty Legal Services

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

this Contract unless such action shall be commenced within one year of the termination of this Contract.

**SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT**

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

**SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS**

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

**SECTION 11. DISPUTE RESOLUTION**

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

**SECTION 12. MISCELLANEOUS**

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



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ROQ – 151721  
Specialty Legal Services

Pinal County  
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P.O. Box 1348  
Florence, AZ 85132

- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

 <p>PINAL COUNTY wide open opportunity</p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**MODIFICATIONS** to this Contract shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract for Professional Services as of the 1st day of June, 2016.

**CONTRACTOR**

Greenberg Traurig, LLP

By: 

Title: Shareholder

Date: March 29, 2016

**PINAL COUNTY**



Todd House, Chairman  
Board of Supervisors

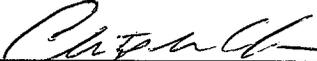
Date: 6/1/16

**ATTEST:**



Sheri Cluff  
Clerk of the Board

**Approved as to Form:**



Chris Keller, Deputy County Attorney



 <p>PINAL • COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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## SCHEDULE A: PRICING SUPPLEMENT

SEE ATTACHMENT PSC-1

The hourly rate of \$ \_\_\_\_\_ will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

## ATTACHMENT PSC-1

Services of the type described in the Notice of Review of Qualifications (ROQ-15171) (the "Notice") and the Professional Services Contract to which this is attached rendered by the firm for or on behalf of the County would be priced on a transaction by transaction basis, depending on the nature and complexity of the associated financing, and payment of all fees would be contingent in all cases upon issuance and delivery of the related securities. We are fully prepared and look forward to discussing fee arrangements as part of your consideration of responses to the Request. It is difficult, though, without knowing details about what the Supervisors of the County plan on doing to provide fees of the firm. Therefore, we would propose that fees be negotiated on a transaction by transaction basis, but would not be **any greater than** as follows, assuming commercially normal circumstances with respect to the related transaction:

<u>Principal Amount of "New Money" Issue</u>	<u>Fee</u>
Up to \$5,000,000	\$25,000.00
\$5,000,001 to \$10,000,000	\$3.500 per thousand with a minimum fee of \$25,000.00
\$10,000,001 to \$15,000,000	\$3.000 per thousand with a minimum fee of \$33,750.00
\$15,000,001 to \$20,000,000	\$2.500 per thousand with a minimum fee of \$40,000.00
\$20,000,001 and up	\$2.000 per thousand with a minimum fee of \$43,000.00

In the event securities are not issued and delivered by the County, no compensation for professional services will be due.

For research and other legal fees (including litigation fees and expenses) not covered by the foregoing, compensation would be provided on an hourly basis for time devoted to representation of the County at rates commensurate with those charged others for similar undertakings, which will range from \$395 to \$495 per hour, depending upon the attorney doing the litigation or other work.

The firm would also be reimbursed for all "out-of-pocket" expenses as limited in the Statement of Work in the Request.

**ORIGINAL**

RESPONSE  
TO  
NOTICE OF REVIEW OF QUALIFICATIONS  
FOR  
SPECIALTY LEGAL SERVICES  
(ROQ-151721: BOND AND DISCLOSURE COUNSEL ONLY)  
FOR  
PINAL COUNTY, ARIZONA

RESPONDER NAME: GREENBERG TRAURIG, LLP  
ADDRESS: 2375 East Camelback Road, Suite 700  
Phoenix, Arizona 85016  
CONTACT PERSON: Michael Cafiso, Esq. – Shareholder  
PHONE: (602) 445-8451  
E-MAIL: cafisom@gtlaw.com  
PERIOD PROPOSAL IS EFFECTIVE: For As Long As The Board of Supervisors of the  
County Determines

Michael Cafiso  
(602) 445-8451  
CafisoM@GTLaw.com

March 29, 2016

**BY E-MAIL**

Board of Supervisors  
Pinal County, Arizona  
c/o Purchasing Division  
Building A, Second Floor  
31 North Pinal  
Florence, Arizona 85232

Re: Notice of Review of Qualifications for Specialty Legal Services  
(ROQ-151721: Bond and Disclosure Counsel Only) for Pinal  
County, Arizona

Supervisors:

We are pleased to submit the response of our firm to the captioned Notice of Review of Qualifications (hereinafter referred to as the "Request") for consideration by the Board of Supervisors of Pinal County, Arizona (hereinafter referred to as the "County"). **For purposes of the Request, the only practice area addressed in which the firm has a special capacity and willingness to perform is as "bond and disclosure counsel." Detailed information concerning the firm's background and experience (particularly with associated representation of government/public entities in such area) are included herein.**

The firm was founded in 1967 with three attorneys and now has more than 1,800 attorneys working in 44 offices across the world. Additional detail can be found at the firm's website - [www.gtlaw.com](http://www.gtlaw.com). The Phoenix office of the firm was established more than ten years ago and now includes about 40 lawyers.

The firm is organized around a number of practice disciplines. Such disciplines include those of a Public Finance Department which has been active since the mid-1970s and is staffed with lawyers experienced in the specialized area of public finance and who have the ability to provide the full range of professional services required by issuers (such as the County), underwriters or third parties in public finance transactions. The Public Finance Department offers clients a wide range of experience in all forms of public financing. For example, four members of the Public Finance Department are tax specialists with extensive experience in the "arbitrage" and "private

ALBANY  
AMSTERDAM  
ATLANTA  
AUSTIN  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON  
LOS ANGELES  
MEXICO CITY  
MIAMI  
MILAN  
NEW JERSEY  
NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME  
SACRAMENTO  
SAN FRANCISCO  
SEOUL  
SHANGHAI  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TEL AVIV  
TOKYO  
WARSAW  
WASHINGTON, D.C.  
WESTCHESTER COUNTY  
WEST PALM BEACH

\*OPERATES AS GREENBERG TRAURIG (MASSACHUSETTS)  
\*OPERATES AS GREENBERG TRAURIG, P.C.  
\*STRATEGIC ALLIANCE  
\*OPERATES AS GREENBERG TRAURIG (ILLINOIS)  
\*OPERATES AS GREENBERG TRAURIG (FLORIDA)  
\*OPERATES AS GREENBERG TRAURIG (CALIFORNIA)  
\*OPERATES AS GREENBERG TRAURIG (ARIZONA)  
\*OPERATES AS GREENBERG TRAURIG (NEW YORK)

activity” aspects of tax-exempt financing and are responsible for providing advice and opinions in the area of tax exemption of interest on government obligations. Additionally, attorneys in the other disciplines are available as necessary for advice and opinions on matters relating to their specific areas of focus.

Primary responsibility for legal work in connection with processing financings for the County would be undertaken by the Public Finance Department of the firm. Other departments of the firm would be called upon to provide service in connection with the activities requested by the Request based on specific aspects of a financing plan related to the area of particular expertise of that department or in which the experience of attorneys in that department can best be utilized. Such interdepartmental relationships assure the staff and consultants of the County that attorneys with the requisite knowledge and experience are working on financings of the County and that quality control is maintained because of such relationships.

For example, the firm has extensive experience in tax law matters affecting borrowings by entities such as the County, particularly those relating to Section 103 of the Internal Revenue Code and the related Treasury regulations and rulings, including arbitrage compliance. As noted above, four shareholders in the Public Finance Department practice exclusively in the tax law area of public finance and are involved in tax-exempt financings in which the firm participates as Bond/Special Counsel. Because tax-exempt financing decisions are so affected by federal tax code considerations, such tax attorneys are involved at the outset of a transaction to control the quality of advice being given in this area and to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. (Such tax attorneys also prepare tax documents such as arbitrage certificates, rebate covenants and IRS 8038 forms and provide guidance to the issuer on available rebate exemptions and all aspects of rebate calculations.)

For the past several years, the firm has ranked among the top Bond/Special Counsel and Underwriter’s Counsel firms in the nation according to the ranking criteria developed by The Bond Buyer’s Municipal Marketplace, a nationally recognized municipal finance publication (“The Bond Buyer”). The firm and the members of the Public Finance Department have advised numerous governmental issuers and underwriters in all phases of general obligation, special assessment and revenue bond financings, including private activity bonds. The Public Finance Department has participated in financings involving such projects as:

- Redevelopment
- Single-family housing
- Multi-family housing
- Community development
- Education
- Health care
- Air and sea port facilities
- Public safety
- Criminal justice
- Roads and bridges
- Electric utility
- Pollution control

- Water and sewer
- Solid waste
- Resource recovery
- Capital equipment
- Mass transit
- Water management
- Convention, sport and trade facilities
- Municipal liability insurance
- Public power

The members of the Public Finance Department resident in the Phoenix office of the firm have acted as Bond/Special Counsel or Underwriter's Counsel with respect to tax-exempt bond issues in almost every state in the United States. In addition to numerous educational and other special districts, such members, in such capacity, have acted as Bond/Special Counsel in Arizona to, among others, the Cities of Apache Junction, Avondale, Benson, Bisbee, Bullhead City, Coolidge, Cottonwood, El Mirage, Eloy, Flagstaff, Glendale, Globe, Holbrook, Kingman, Maricopa, Nogales, Page, Peoria, Phoenix, Prescott, Safford, Sedona, Show Low, Sierra Vista, Somerton, Surprise, Williams, Winslow and Yuma and the Towns of Camp Verde, Carefree, Cave Creek, Chino Valley, Clarkdale, Eagar, Florence, Fountain Hills, Gila Bend, Gilbert, Guadalupe, Jerome, Marana, Miami, Oro Valley, Pinetop-Lakeside, Prescott Valley, Quartzsite, Queen Creek, Sahuarita, Snowflake, Springerville, Wickenburg and Youngtown. Such members, in such capacity, have also acted as Bond/Special Counsel to the Counties of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal and Santa Cruz. Acting in such capacities has provided the experience necessary to provide the County with the advice necessary.

The firm is committed to being involved in public finance in Arizona. The firm attempts to make things better for its clients financing in the public sector by being active in matters affecting the laws relating to public finance. For instance, the attorneys in the Public Finance Department of the firm are involved in efforts to comment on proposed changes to state and federal tax and securities laws, those laws which most impact public finance transactions. The firm is also actively involved in monitoring bills in the Arizona Legislature and has, through lawyers in the both the Public Finance Department and the Governmental Affairs Department of the firm, assisted in drafting and revising legislation, providing lobbying efforts and performing other tasks, as requested, as part of the legislative process.

Primary responsibility for legal work in connection with financings for the County would be undertaken by Mr. Michael Cafiso and Mr. Paul Gales, two of the attorneys in the Public Finance Department of the firm resident in the Phoenix office. **(Mr. Cafiso will be the "primary contact" for the purposes of the Request, will be responsible for managing any agreement with the County and will be the individual with "day-to-day" responsibility for the County.** Mr. Cafiso and Mr. Gales are properly licensed and in good standing with the State Bar of Arizona. Documentation could be provided in that respect upon request.) Other attorneys in the Public Finance Department of the firm resident in the Phoenix office (Mr. William DeHaan and Ms. Brigitte Finley Green) could be available in addition to respond to the

County on an as-needed basis upon request. Other members of the firm, particularly Ms. Vanessa Lowry and Ms. Linda D'Onofrio of the Tax Department of the firm in the area of federal and state tax law matters, would provide service to the County on specific aspects of the financings related to their area of particular expertise or in which their experience can best be utilized. Additional detail regarding these members of the firm can be found in Attachment RF1-3 included with the firm's response to the Request.

For your information, we provide certain supplementary data that will enable the County to become better aware of the firm's qualifications. If you desire additional information regarding the firm or the Public Finance Department or specific bond issues on which lawyers in the Public Finance Department are presently working, please do not hesitate to contact me at (602) 445-8451.

Respectfully yours,

  
Michael Cafiso

MC:cg

ATTACHMENTS:

- Section 1 – Offer & Acceptance Form, Addendum Acknowledgment Form, W-9 Form, Responder's Checklist
- Section 2 – Response Form 1
- Section 3 – Attachment A – Professional Services Contract, including Schedule A – Pricing

331681687.1-3/17/2016



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Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Shareholder
Authorized Signature	Title
Michael Cafiso	March 29, 2016
Printed Name	Date
Greenberg Traurig, LLP	602.445.8451
Company Name	Telephone
2375 East Camelback Road, Suite 700, Phoenix, Arizona 85016	
Address	City, State, Zip

#### For clarification of this offer, contact:

Name: Michael Cafiso Phone: 602.445.8451 Fax: 602.445.8100

Email: cafisom@gtlaw.com

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

_____	_____	_____
Name (Print)	Title	Signature

Approved as to form:

\_\_\_\_\_  
Pinal County Attorney's Office



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Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder 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 Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Greenberg Traurig, LLP

Firm

Authorized Signature



PINAL COUNTY  
wide open opportunity

## Addendum Acknowledgement Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:  
<http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement



Signature

March 29, 2016

Date

ADDENDUM NO. 2 Acknowledgement

Signature

Date

ADDENDUM NO. 3 Acknowledgement

Signature

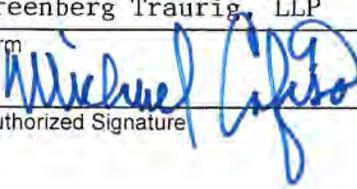
Date

*If no addendums were issued*, indicate below, sign the form and return with your response.

Greenberg Traurig, LLP

Firm

Authorized Signature





PINAL COUNTY  
wide open opportunity

## Responder's Checklist

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 33 &amp; 34 of this solicitation.</i>	X
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	X
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	X
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	X
Did you include any necessary attachments?	X
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	X
Did you include proof of insurance(s) if requested?	NA

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**Responder Name: Greenberg Traurig, LLP**

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

**Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.**

**Acceptability of Responses**

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

**1 Responders Profile**

- 1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Greenberg Traurig, LLP

Mailing Address: 2375 E. Camelback Road, Suite 700

City: Phoenix State: Arizona Zip Code: 85016

Representative Name: Michael Cafiso Title: Shareholder

Phone Number: (602) 445-8451 Fax Number: (602) 445-8100

Email Address: cafisom@gtlaw.com

- 1.2 Provide the number of years local servicing office has been working with County/State Agency Clients.

16 years

- 1.3 How many years of experience does the local Respondent have: 16 years

- 1.4 How many years of experience does the key employee have: 33 years

- 1.5 Will a Business Liaison be assigned to our account? Yes  No

If yes, identify who: Michael Cafiso

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Liaison Phone: (602) 445-8451

Liaison Email Address: cafisom@gtlaw.com

How many years of experience does Liaison have handling public entity clients? 33 years

**2 Areas of Practice**

Respondent shall indicate the areas of practice they meet the mandatory requirements for (see Section 2.1 of Statement of Work).

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice		X
Attorney conduct and professionalism		X
Bond and disclosure counsel	X	
Collections and bankruptcy		X
Commercial transactions and litigation		X
Construction litigation		X
Contractual liability defense		X
Election and voter registration law		X
Eminent domain and relocation		X
Environmental law		X
Federal and State taxation matters		X
General governmental practice (open meetings, public records, etc.)		X
General litigation		X
Health care, including public health and managed care		X
Housing		X
Immigration law		X



**PINAL • COUNTY**  
*wide open opportunity*

**Response Form 1  
ROQ-151721  
Specialty Legal Services**

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

Infrastructure design		<b>X</b>
Insurance contracts		<b>X</b>
Intellectual property		<b>X</b>
Labor law and enforcement		<b>X</b>
Land use		<b>X</b>
Legislative matters		<b>X</b>
Medical malpractice		<b>X</b>
Mental Health		<b>X</b>
Planning and zoning		<b>X</b>
Probate litigation		<b>X</b>
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		<b>X</b>
Public contracts and procurement		<b>X</b>
Public official liability		<b>X</b>
Public fiduciary		<b>X</b>
Real estate transactions		<b>X</b>
Road design, construction or maintenance liability		<b>X</b>
Section 1983 civil rights defense		<b>X</b>
Special taxing district law		<b>X</b>
Tort liability		<b>X</b>



Response Form 1  
ROQ-151721  
Specialty Legal Services

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

**3 References**

Please list a MINIMUM of three (3), preferably five (5), clients for whom you have performed services similar to the Statement of Work in this solicitation.

**SEE ATTACHMENT RF1-1**

1. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

4. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

5. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**4 Prior Experience**

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

**SEE ATTACHMENT RF1-2**

**5. Resumes**

Please provide resumes for each professional who will assist in providing services or be a member of the project team. Resumes must include qualifications and experience of each professional. (Additional pages may be used if necessary)

**SEE ATTACHMENT RF1-3**

**End of Response Form 1 for ROQ - 151721 Specialty Legal Services**

## ATTACHMENT RF1-1

The following references are provided from among our County clients for your information. In each case with regard to them, the firm (through the efforts of, primarily, Mr. Cafiso) has acted as Bond Counsel/Special Counsel. Others could be provided upon request.

- Mr. Greg Stanley, P.E., County Manager  
Pinal County, Arizona  
135 N. Pinal Street  
Florence, Arizona 85132  
Telephone: (520) 866-6248
- Ms. Jennifer St. John, County Manager  
Santa Cruz County, Arizona  
2150 North Congress Drive  
Nogales, Arizona 85621  
Telephone: (520) 375-7820
- Regina Nassen, Esq., Deputy County Attorney  
Pima County, Arizona  
130 West Congress  
Tucson, Arizona 85701  
Telephone: (520) 724-5411
- Mr. Don McDaniel, Jr., County Manager  
Gila County, Arizona  
1400 East Ash Street  
Globe, Arizona 85501  
Telephone: (928) 425-7714
- Mr. James Menlove, Finance Director  
Navajo County, Arizona  
P.O. Box 668  
Holbrook, Arizona 86025  
Telephone: (928) 524-4343

## **ATTACHMENT RF1-2**

The following are brief descriptions of County financings for which our firm served as Bond/Special Counsel in the previous five years.

PAR AMOUNT: \$189,160,000

DESCRIPTION: Sewer System Revenue Obligations, Series 2011B Evidencing Proportionate Interests of the Holders Thereof In Installment Payments of the Purchase Price to be paid by Pima County, Arizona Pursuant to a Series 2011B Purchase Agreement

DATED: December 13, 2011

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$9,300,000

DESCRIPTION: Santa Cruz County, Arizona Pledged Revenue Obligation, Series 2012

DATED: January 13, 2012

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$2,435,000

DESCRIPTION: Yuma County, Arizona Pledged Revenue Obligations, Series 2012

DATED: March 27, 2012

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$4,100,000

DESCRIPTION: Navajo County, Arizona Pledged Revenue Refunding Obligations, Series 2012A

DATED: August 15, 2012

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$4,400,000

DESCRIPTION: Navajo County, Arizona Pledged Revenue Obligations, Series 2012B

DATED: August 15, 2012

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$128,795,000

DESCRIPTION: Sewer System Revenue Obligations, Series 2012A Evidencing Proportionate Interests of the Holders Thereof In Installment Payments of the Purchase Price to be paid by Pima County, Arizona Pursuant to a Series 2012A Purchase Agreement

DATED: December 6, 2012

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Ms. Lowry

PAR AMOUNT: \$7,500,000

DESCRIPTION: Yuma County, Arizona Pledged Revenue Obligations, Series 2013

DATED: June 25, 2013

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. Lowry

PAR AMOUNT: \$10,625,000

DESCRIPTION: Navajo County, Arizona Pledged Revenue and Revenue Refunding Obligations, Series 2013

DATED: August 20, 2013

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. Lowry

PAR AMOUNT: \$48,500,000

DESCRIPTION: Sewer System Revenue Obligations, Series 2014 Evidencing Proportionate Interests of the Holders Thereof In Installment Payments of the Purchase Price to be paid by Pima County, Arizona Pursuant to a Series 2014 Purchase Agreement

DATED: February 12, 2014

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. Lowry

PAR AMOUNT: \$52,700,000

DESCRIPTION: Pinal County, Arizona Pledged Revenue Obligations, Series 2014

DATED: December 17, 2014

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. Lowry

PAR AMOUNT: \$40,310,000

DESCRIPTION: Pinal County, Arizona Pledged Revenue Refunding Obligations, Series 2014

DATED: December 17, 2014

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. Lowry

PAR AMOUNT: \$2,000,000

DESCRIPTION: Gila County, Arizona Pledged Revenue Obligations, Series 2015

DATED: March 19, 2015

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. D'Onofrio

PAR AMOUNT: \$39,075,000

DESCRIPTION: Pinal County, Arizona Pledged Revenue Refunding Obligations, Tax-Exempt Series 2015A

DATED: May 13, 2015

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. D'Onofrio

PAR AMOUNT: \$3,720,000

DESCRIPTION: Pinal County, Arizona Pledged Revenue Obligations, Taxable Series 2015B

DATED: May 13, 2015

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. D'Onofrio

PAR AMOUNT: \$9,495,000

DESCRIPTION: Santa Cruz County, Arizona Pledged Revenue Refunding Obligations, Series 2016

DATED: March 9, 2016

PROFESSIONAL STAFF WHO PARTICIPATED: Mr. Cafiso, Mr. Gales, Ms. D'Onofrio

### ATTACHMENT RF1-3

The following are brief resumes of personnel assigned to the County. More extensive resumes are available at the firm's website - [www.gtlaw.com](http://www.gtlaw.com).

Mr. Michael Cafiso, a shareholder of the firm, received Masters of Business Administration and Juris Doctorate degrees from Emory University in Atlanta, Georgia, in 1982 and has practiced exclusively in the area of municipal finance in Arizona and Texas since graduation. Mr. Cafiso has represented issuers (as both bond and general counsel), underwriters, and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Cafiso is a member of the National Association of Bond Lawyers ("NABL").

Ms. Brigitte Finley Green, a shareholder of the firm, received her Juris Doctorate degree from Arizona State University and L.L.M. from New York University School of Law. Ms. Finley Green spent two years as an attorney adviser with the Internal Revenue Service's Office of Chief Counsel where she practiced exclusively in the tax-exempt bond area and her duties included preparing treasury regulations and IRS rulings. Ms. Finley Green has experience serving as bond counsel, special tax counsel, underwriter's counsel and trustee's counsel in a variety of municipal bond and lease-purchase transactions for state and local governments. Ms. Finley Green also is a member of NABL.

Mr. William DeHaan, a shareholder of the firm, received his Juris Doctorate degree from the University of Illinois College of Law in 1986. Mr. DeHaan's practice has focused on the area of public finance since then, serving as bond counsel, underwriter's counsel, issuer's counsel and trustee's counsel in an extensive range of municipal financings. Mr. DeHaan also is a member of NABL.

Mr. Paul Gales, an associate of the firm, received his Juris Doctorate degree from the Arizona State University Sandra Day O'Connor College of Law in 2012 and has practiced exclusively in the area of municipal finance since graduation. Mr. Gales has represented issuers (as both bond and general counsel), underwriters, and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Gales also is a member of NABL.

Ms. Vanessa Lowry, a shareholder of the firm, received a B.A. in Mathematics, with distinction, from Cornell University in 1985 and received her Juris Doctorate degree from the University of Pennsylvania Law School in 1988. Ms. Lowry has closed transactions in over 40 states as bond counsel, special tax counsel, underwriter's counsel, borrower's counsel and credit enhancer or bond purchaser's counsel. She specializes in the tax aspects of complex, structured financings and also has obtained rulings and handled tax audits in the public finance area. Ms. Lowry also is a member of NABL.

Ms. Linda D'Onofrio, a shareholder of the firm, received her Juris Doctorate degree from the Georgetown University Law Center in 1981 and an L.L.M. from New York University School of Law in 1985. Ms. D'Onofrio focuses her practice on the federal tax issues relating to the issuance of tax-exempt and tax credit bonds by state and local governments. Ms. D'Onofrio also is a member of NABL.