

Greenberg Traurig's Response to Mesa Unified School District's Request for Proposal, Bid No. 21-03MP (Legal Services)

May 21, 2020

Submitted by:

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UPLOADED TO PROCURENOW

May 21, 2020

Governing Board
Mesa Unified School District No. 4 of Maricopa County, Arizona
63 East Main Street
Mesa, Arizona 85201

Attention: Leane Garret, Procurement Specialist Supervisor

Re: Request for Proposal, Bid No. 21-03MP (Legal Services)

On behalf of Greenberg Traurig, LLP (referred to herein as “GT”), Paul Gales and Michael Cafiso appreciate the opportunity to submit this response (referred to herein as this “Response”) to your Request for Proposal, Bid No. 21-03MP (Legal Services), dated April 29, 2020 (referred to herein as the “Request”). *For purposes of the Request, the only practice area addressed in which Greenberg Traurig, LLP has a special capacity and willingness to perform is the “Bond Counsel Services” practice area described in Section C. under the heading “SCOPE OF WORK – SERVICES TO BE PROVIDED” in the Request.*

If you have any questions or would like information in addition to that provided in this Response regarding Greenberg, Traurig, LLP or its Public Finance Department, Phoenix Office or Phoenix Public Finance Group or the experience or qualification of the lawyers in any of them, please do not hesitate to contact Paul Gales or Michael Cafiso.

Thank you in advance for your consideration.



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Tab One: Overall Value of the Proposal, Statement of Intent and Understanding

GT

GT was founded in Miami, Florida, by three attorneys. Over the past 50 years, GT has grown rapidly, expanding from its strong local roots in South Florida. Today, GT has 41 offices in the United States, Latin America, Europe, Asia, and the Middle East and approximately 2300 attorneys and governmental affairs professionals, providing integrated legal services for clients worldwide. (Offices are listed on the footer of the cover letter hereto.) Counted among GT lawyers are lawyers who were previously the Chief of Staff to the President of the United States, U.S. Secretary of Transportation, Under Secretary of the U.S. Army, Chair of the Appellate Body of the World Trade Organization, Chairman of the Recording Academy, U.S. Chief Negotiator for Japan and Canada, and a Federal Prosecutor with the Watergate Special Prosecution Force. In addition, multiple GT lawyers have served as members of Congress, U.S. Attorneys, U.S. Ambassadors, and board members of NYSE and Fortune 500 companies.

Services provided by GT include:

- Banking & Financial Services
- Blockchain
- Corporate
- Cybersecurity, Privacy & Crisis Management
- Emerging Technology
- Energy & Natural Resources
- Entertainment & Media
- Environmental
- Food, Beverage & Agribusiness
- Franchise & Distribution
- Gaming
- Government Contracts
- Government law & Policy
- Health Care & FDA Practice
- Hospitality
- Immigration & compliance
- Infrastructure
- Insurance
- Intellectual Property & Technology
- International Trade
- Labor & Employment
- Latin American & Iberian Practice
- Life Sciences & Medical Technology
- Litigation
- Marketing, Advertising, Sweepstakes & Promotions Law
- Pharmaceutical, medical Device & Health Care
- Private Wealth Services
- Public Finance
- Real Estate
- Regulatory & compliance
- Restructuring & Bankruptcy
- Retail
- Tax
- Technology, Media & Telecommunications
- Transportation & Automotive

Unlike more traditional law firms, GT is run like a corporation with a strong chief executive officer who is assisted by an executive committee. Each office is headed by an office managing shareholder, and individual practice departments are led by a practice department chair, with office groups of departments having a separate practice group chair. This minimal firm bureaucracy enables GT to avoid office politics

and focus on providing clients with the highest level of legal services available. GT's system incentivizes all attorneys to work with clients in whatever manner works best for them, without internal politics interfering with client service.

GT Public Finance

The Public Finance Department of GT ("GT Public Finance") was established in the early 1980's and since then has developed into a broad-based public finance practice which is national in scope and is a vital and growing part of GT's business.

GT Public Finance currently has 40 attorneys located in Atlanta, Boston, Chicago, Dallas, Denver, Fort Lauderdale, Houston, Los Angeles, Miami, New York, Orlando, Philadelphia, Phoenix, Tallahassee, Tysons Corner, Northern Virginia, Washington D.C. and West Palm Beach, practicing in all aspects of public finance including as bond counsel, disclosure counsel, special tax counsel, underwriter's counsel, placement agent's counsel, issuer's counsel, credit enhancer's counsel, trustee's counsel, liquidity provider's counsel, borrower's counsel and purchaser's counsel.

GT Public Finance attorneys possess (or have access to other GT attorneys who possess) experience in all aspects of bond law, tax law, local government law, election law and trial and appeal of bond validation law as well as in other relevant areas of law such as corporate and securities law, bankruptcy law and banking and other financial institutions law. Specific expertise includes general obligations and obligations payable from property taxes, assessments and revenues such as excise taxes, state shared revenues and utilities; specialty financings like those authorized by the American Reinvestment and Recovery Act, including Build America Bonds, Qualified School Construction Bonds and Qualified Energy Conservation Bonds; special tax and assessment district financings; short-term financings through revenue, tax, bond and grant anticipation notes; lease, lease-purchase and installment purchase financings; public-private partnerships; interest rate swaps and other derivatives; multimodal financings; tax allocation/tax increment financings and workouts and restructurings.

GT Public Finance participates in financings for education, health care, water and sewer, solid waste, resource recovery, single family housing, multifamily housing, industrial development, community development, capital equipment, transportation, mass transit, airport, seaport, public safety, criminal justice, roads and bridges, electric utility, electric power, pollution control, water management, convention, convention center hotel, sports and trade facilities, university, redevelopment and municipal liability insurance.

GT Public Finance represents underwriters and placement agents of all types of obligations described above as well as purchasers of such obligations acquiring them for their own account or packaging into trusts and other investment vehicles for resale to third parties. GT Public Finance also assists in the structuring of synthetic fixed and variable rate tax-exempt obligations created from leveraged portfolios of long term fixed rate obligations.

GT Public Finance Phoenix

GT established an office in Phoenix, Arizona ("GT Phoenix"), in 1999. (About 50 attorneys from a firm that had been in existence in Phoenix for more than 20 years were the core of GT Phoenix.)

At the establishment of GT Phoenix, there was also established a public finance group within GT Public Finance ("GT Public Finance Phoenix"). (The core of 50 lawyers included lawyers that had practiced public finance law during those 20 years.)

GT Public Finance Phoenix has since served as bond counsel in the full spectrum of types of financings to numerous school districts, municipalities, counties and special districts.

Legal work in connection with processing financings for the District would be undertaken by GT Public Finance Phoenix. Other lawyers in GT Public Finance and other departments of GT (primarily the

Tax and Securities Departments) would be called upon to provide service in connection with the activities identified in 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 District that attorneys with the requisite knowledge and experience are working on financings of the District and that quality control is maintained because of such relationships.

In addition to serving as bond counsel with respect to the issuance of bonds, advice is frequently provided on bond and override election matters which is a constantly changing area of the law; advice is currently being provided to, among others, Laveen Elementary School District, Peoria Unified School District, Buckeye Union High School District, and Humboldt Unified School District, as well as a number of municipalities on proceeding with elections in November. GT Public Finance Phoenix works regularly with financial advisors and underwriters on structuring alternatives and scheduling. Drafting of all the documents and rendering of all opinions necessary to consummate a financing would be included in the scope of services of GT Public Finance Phoenix. All related tax, securities and other needed legal analysis would be provided by GT Public Finance Phoenix. GT Public Finance Phoenix would be available to advise on all matters during intervals between bond sales, including on post issuance tax and continuing disclosure compliance.

GT Public Finance Phoenix benefits greatly from the full-service capabilities of GT. When issues related to public finance go beyond the experience of its bond lawyers, GT Public Finance Phoenix is able to call upon other attorneys within GT who focus on, among others, real estate and zoning, litigation, the environment, health care, bankruptcy and numerous other areas of legal concentration.

As a large multi-disciplinary firm, GT has built, and GT Public Finance Phoenix would have available for work for the District, all that goes along with that. That includes, for instance, the GT Research Center which is composed of a professional staff of 17 librarians, all of whom hold juris doctor or master's degrees, and approximately 30 paraprofessionals. The researchers' familiarity with and access to online databases, print materials and third-party specialty resources equip GT attorneys with the timely, targeted information they need to provide client service. Turnaround is fast, as members of the department work individually and in teams depending on the size, complexity and time restraints of assigned projects. Extended service hours are available to best serve the needs of GT's clients. Resources are regularly evaluated and updated to provide the best possible search tools for client representation.

For the past several years, GT has ranked among the top bond counsel firms in the nation according to the ranking criteria developed by The Bond Buyer, a nationally recognized municipal public finance publication. Set forth below are GT's Arizona and national rankings:

- No. 1 among the top bond counsel firms in Arizona for 2019, based upon having rendered approving opinions on \$1.390 billion of publicly offered, long-term tax-exempt bonds in 25 financings.
- No. 4 among the top bond counsel firms in Arizona for first quarter 2020, based upon having rendered approving opinions on \$ 51.2 million of publicly offered, long-term tax-exempt bonds in six financings.
- No. 12 among the top U.S. bond counsel firms for 2019, based upon having rendered approving opinions on \$7.177 billion of publicly offered, long-term tax-exempt bonds in 109 financings.
- No. 14 among the top U.S. bond counsel firms for first quarter 2020, based upon having rendered approving opinions on \$1.281 billion of publicly offered, long term tax-exempt bonds in 24 financings.

Tab 2 includes information regarding the relevant experience and qualifications of attorneys that would be assigned to the District.

GT Public Finance Phoenix is committed to school district finance in Arizona. We offer to our school district clients, and would offer to the District, all of the benefits of a large firm, with the attention of a small firm. We also have pricing (detailed in Tab 3) that is less than or comparable to small firms. Two senior lawyers would work on every District financing. No legal work would be done by assistants or paralegals (such support professionals would only provide administrative assistance). The District would have access to GT's significant tax law and securities law expertise, in addition to the expertise of the lawyers GT Public Finance Phoenix with respect to State law matters.

We are also uniquely positioned to step in to assist the District as we have represented the various underwriters of the District's bonds since 1999. We are intimately familiar with the District's operations and capital needs. Thanks again for the opportunity to submit this Response.

Tab Two: Qualifications, Experience and Expertise, including Questionnaire and Reference Listing Form

The information that follows in this Tab Two is organized to respond, in order, to the questions in the Questionnaire in the Request, followed by the Vendor Reference Listing Form.

GENERAL INFORMATION

1. A brief history of GT, with information regarding its work with school districts.

A brief history of GT, and GT Public Finance Phoenix, can be found in Tab One.

The lawyers of GT Public Finance Phoenix have extensive experience with respect to bond and override elections for school districts. School district bond and override elections in which lawyers of GT Public Finance Phoenix were involved during the period November 3, 2015, through November 5, 2019, are listed in [Appendix I](#) attached to this Response.

The lawyers of GT Public Finance Phoenix also have extensive experience in issuing opinions relative to bond issues for school districts. Such lawyers provided the services in that regard with respect to Arizona school district financings during the period May 21, 2015, through May 21, 2020, as indicated in [Appendix II](#) attached to this Response.

In addition, a large portion of the practice of the lawyers of GT Public Finance Phoenix involves the representation of underwriters and placement agents of negotiated financings of school districts, including every financing of the District since 1999. A list of those representations would be provided upon request. Knowledge gained from this work can be as valuable as that from acting as bond/special obligation counsel.

2. Detail regarding the area of expertise, experience and qualifications of each GT lawyer who may do legal work for the District.

The best evidence of the qualifications of the attorneys to be assigned to the District is their experience with elections and financings similar to those to be done by the District. Please see [Appendix I](#) and [Appendix II](#) attached to this Response in that regard.

Paul Gales and Michael Cafiso, two shareholders in GT Public Finance Phoenix, would be directly assigned to the District for purposes of the Request. William DeHaan, another shareholder in GT Public Finance Phoenix, would be available to respond to the District on an “as-needed” basis. Such lawyers are supported by paralegal/administrative assistants Anna Cardona and Sharon Rush.

- **Paul Gales**, a shareholder of GT, received his J.D. degree, *magna cum laude*, from the Arizona State University Sandra Day O’Connor College of Law in 2012 and has practiced exclusively in the area of municipal finance in Arizona. Mr. Gales has represented issuers (as both bond/special obligation and general counsel), underwriters, placement agents and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Gales is a member of the National Association of Bond Lawyers (“NABL”).
- **Michael Cafiso**, a principal shareholder of GT, received Masters of Business Administration and J.D. degrees from Emory University in Atlanta, Georgia, in 1982 and has practiced exclusively in the area of municipal finance in Arizona. Mr. Cafiso has represented issuers (as both bond/special obligation and general counsel), underwriters, placement agents and other

types of participants in a comprehensive variety of municipal finance transactions. Mr. Cafiso is also a member of NABL.

- **William DeHaan**, a principal shareholder of GT, received his J.D. degree, *magna cum laude*, from the University of Illinois at Urbana - Champaign in 1986 and has practiced exclusively in the area of municipal finance in Arizona. Mr. DeHaan has served as bond/special obligation counsel, underwriter's counsel, issuer's counsel and trustee's counsel in an extensive range of municipal financings, including general obligation, enterprise (utility) revenue, school district, housing, student loan, 501(c)(3) and special districts. Mr. DeHaan is also a member of NABL.

A shareholder in the Tax Department of GT ("GT Tax") is involved in every tax-exempt financing in which GT Public Finance Phoenix participates to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. Rebecca Harrigal, a shareholder in GT Tax, would provide service to the District in that regard. She works on all transactions done by GT Public Finance Phoenix which assures that she understands how things are done in Arizona from a state law perspective. Vanessa Albert Lowry, another shareholder in GT Tax, would be available to respond to the District on an "as-needed" basis upon request.

- **Rebecca L. Harrigal**, a principal shareholder of GT, received her J.D. degree from the Georgetown University Law Center in 1988 and spent 26 years working at the Internal Revenue Service (the "IRS"), most recently serving as the Director of the Office of Tax Exempt Bonds within the Tax Exempt and Governmental Entities Division of the IRS. Ms. Harrigal 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. Harrigal is also a member of NABL.

Detailed resumes for Mr. Gales, Mr. Cafiso, Mr. DeHaan, Ms. Harrigal and Ms. Lowry are available at www.gtlaw.com.

GT Tax has wide-ranging experience in federal, state, and local tax controversy work as well as the tax aspects of corporate, real estate, and partnership transactions and planning for charitable foundations. GT is frequently retained by other law firms and accounting firms when specific experience is required and often is retained solely as tax counsel by clients content with their representation in other areas of experience.

GT Tax has extensive experience in the arbitrage and private activity aspects of tax-exempt financing as provided by section 103 and related sections of the Internal Revenue Code and the Treasury regulations and rulings pertaining thereto including structuring primary and secondary market issues in order to meet applicable tax requirements at the federal and state levels and complying with all primary and secondary arbitrage and rebate rules. GT Tax's experience in this area has led to it being appointed as special tax counsel on a number of financings.

Because tax-exempt, taxable and tax credit bond financing decisions are so affected by federal and state tax law considerations, GT Tax is involved at the outset of every transaction in which GT Public Finance is involved to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. GT Tax also assists with the preparation of tax documents such as arbitrage certificates, rebate covenants and IRS 8038 forms and provides guidance to the issuers and borrowers on available rebate exemptions and rebate calculations.

In addition to federal tax compliance, bonds sold by the District are often subject to federal securities laws. The potential securities law issues in the public finance area cover a broader spectrum than those in the tax area - adequacy of disclosure, necessity of registration or qualification under the federal Securities Act of 1933, as amended, and Trust Indenture Act of 1939, as amended, etc. Rather than relying on a few lawyers assigned for that purpose, GT Public Finance Phoenix is able to rely on the specific GT lawyers with skills to meet the particular needs for financings of the District. Generally, those lawyers are part of the Securities Department of GT ("GT Securities"). GT Phoenix has a GT Securities group in the Phoenix office.

GT Public Finance Phoenix often calls on lawyers in that group to discuss issues about best practices for disclosure and specific disclosure issues. GT Public Finance Phoenix often works with lawyers in the other offices of GT Public Finance to share ideas about securities related issues. It has been helpful recently, for instance, to share what governmental entities in other states are doing to assure compliance with the additions to Rule 15c2-12 of the SEC requiring disclosure of material financial obligations and defaults on those obligations.

GT Public Finance has broad experience in securities law matters related to the continuing disclosure requirements of Rule 15c2-12 of the SEC and in tax law matters related to ongoing compliance with the private activity and arbitrage requirements of the IRS.

GT Public Finance Phoenix can provide guidance and training to the Governing Board members and staff of the District in both areas by presentation, teleconference, question and answer session and/or written materials in both areas.

GT Public Finance promulgates and continuously updates written policies and procedures in both areas and confirms in connection with each new financing done by its clients that the most current requirements for compliance are reflected in the policies and procedures in place. GT Public Finance Phoenix will assist with compliance with continuing disclosure undertaking requirements including assistance with necessary filings for purpose of Rule 15c2-12. GT Tax will be available to resolve any issues that arise with ongoing private activity and arbitrage compliance.

Mr. Gales and Mr. Cafiso have coordinated such services in both areas to GT's municipal clients in Arizona and have made presentations to industry groups on the subject like the Arizona Association of School Business Officials.

3. If GT offers to perform litigation services for the District, provide court reporter or Westlaw citations for a sample of reported decisions in which a member of GT, who may do legal work for the District, participated.

Not applicable.

4. Please advise if a complaint has been filed with the Arizona Bar Association against any member of GT who may do legal work for the District.

There are none.

ADMINISTRATION

1. Provide a sample billing statement so that the District can use this as a tool in its evaluation process.

Attached as Appendix III to this Request is a sample billing statement.

2. How will GT use paraprofessional staff in dealing with workloads? Identify options and costs.

The team approach utilized by Mr. Gales and Mr. Cafiso will ensure more than sufficient attorney coverage of the District's needs.

When requested, both Mr. Gales and Mr. Cafiso will be present at meetings and on calls. In fact, they will strive to both be available for such purposes so both are aware of the District's issues and needs to assure immediate attention to them. At least one of them should always be available, and as mentioned, Mr. DeHaan also could be. Mr. Gales and Mr. Cafiso have found that this approach ensures adequate communication with the District and facilitates the rendering of advice with short turnaround times.

Working together, at least one of them can always be available to manage the District’s needs and involve the other, Ms. Harrigal and other attorneys of GT as needed.

The same would be true of document production. Availability on a team basis allows whoever has free time to, as soon as needed, begin production of needed documents. Assistants to the attorneys in GT Public Finance Phoenix are instrumental in this process, assuring timely production of documents.

GT Public Finance will not bill any time of assistants or paralegals to the District. Any such costs are included in the flat fees described in Tab Three.

LEGAL SERVICES TO BE PROVIDED

As indicated in the cover letter to this Response, *the only practice area addressed in which Greenberg Traurig, LLP has a special capacity and willingness to perform is the “Bond Counsel Services” practice area described in Section C. under the heading “SCOPE OF WORK – SERVICES TO BE PROVIDED” in the Request.*

VENDOR REFERENCE LISTING

GT Public Finance Phoenix appreciates the opportunity to submit reference information as we believe that the best evidence of our experience is our reputation with our clients. Please see the Vendor Reference Listing on the next page. We are happy to provide additional references from among our school district clients or references from the underwriting and financial advisory firms involved in the municipal market upon request.

Has your firm sent the attached Vendor Reference Form to <i>at least 3</i> client references?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Has your firm verified receipt of your submittal with each client referenced?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to Leane Garrett at lrgarrett@mpsaz.org by 2:00 PM, Local Time on Wednesday May 20, 2020?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Please list the client references below that received the Vendor Reference Form:		
Company Name	Contact Name	Contact Number
1. Buckeye Union High School District	Jeff Simmons, Associate Superintendent of Operations	623-327-2295
2. Chandler Unified School District	Lana Berry, Chief Financial Officer	480-812-7017
3. Peoria Unified School District	Michelle Myers, Chief Financial Officer	623-486-6033

Tab Three – Vendor Cost Forms

The pages that follow in this Tab 3 provide detail as to the fees GT would bill based on the transactions described therein. The pricing described in the following pages would be firm for the entire proposed 5-year period.

The fees provided in the below tables (broken down among school districts, municipalities, and counties) are submitted as dollars per \$1000 of proceeds generated from the sale of bonds or other obligations, with not to exceed and maximum amounts as noted.

There will be no charge for override elections for current school district clients with outstanding or planned bond authorizations/programs, otherwise attorney time will be billed at a flat rate of \$300 per hour for associates of the firm and \$395 per hour for shareholders of the firm, with a maximum of \$7,500.00 per override election.

The fees indicated below include one meeting in the county in which the issuer is located in connection with the call of a bond or override election and one meeting related to the resolution ordering the sale of the bonds/obligations. Additional meetings would be billed at hourly rates with a maximum total of \$1,500 per meeting. GT would also be reimbursed for all “out-of-pocket” expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between GT and the issuer. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The “out-of-pocket” expenses are estimated not to exceed \$500.00 per issue or election. Meals and hotels will not exceed \$100 per diem. With the exception of bond election expenses, override election services and “out-of-pocket” expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred by GT, all compensation to GT for professional services shall be due only from the proceeds of the sale of the bonds or other debt obligations, when, as and if issued and delivered by the issuer, unless the issuer shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds or obligations are not issued and delivered by the issuer (including because the necessary voter approval was not obtained), no compensation for professional services will be due to GT. For other transactions, compensation would be paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of \$300 per hour for associates of GT and \$395 per hour for shareholders of GT.

For assistance with financings involving title or real estate issues or utility company acquisitions, land based security, special districts (including community facilities districts or improvement districts) or other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings) GT would negotiate a fair amount of additional compensation with the issuer.

SCHOOL DISTRICTS

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$25,000	Not to exceed \$25,000	Not to exceed \$25,000	Not to exceed \$0.45	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
Refinancing General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$40,000	Not to exceed \$40,000	Not to exceed \$40,000	Not to exceed \$40,000	Not to exceed \$0.45	Not to exceed \$0.45 (\$50,000 maximum)
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.45 (\$50,000 maximum)

MUNICIPALITIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
New Revenue Obligations						
Fee	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$50,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00
Refinancing Revenue Obligations						
Fee	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$60,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00

COUNTIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed \$35,000	Not to exceed \$35,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$45,000	Not to exceed \$0.75	Not to exceed \$0.75	Not to exceed \$0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50	Not to exceed \$1.50
New Revenue Obligations						
Fee	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$55,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00
Refinancing Revenue Obligations						
Fee	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$65,000	Not to exceed \$1.00	Not to exceed \$1.00	Not to exceed \$1.00

Tab Four – Required Forms

Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

Addendum Acknowledgement:

I/We have received and consider addenda through Addendum #_____.

Would you be willing to allow other members of the S.A.V.E. purchasing consortium to piggy-back and purchase from the contract if awarded through this RFP?

Yes *

No

* The GT client would be defined as the Mesa Unified School District and any other client entity that GT agrees in writing to represent, provided that a conflict search is cleared on such names before any assignment is accepted or work performed.

****Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.***



Signature of Bidder or Offeror: _____

Printed Name of Bidder or Offeror: Paul M. Gales

Date: May 21, 2020

Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

The Offeror, by the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. **Specific pages must be listed.**

Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.

1. Description of specific information that is the subject of the request.

N/A

2. The reason or reasons why the information should be treated as confidential.

N/A



Signature of Bidder or Offeror: _____

Printed Name of Bidder or Offeror: Paul M. Gales

Date: May 21, 2020

OFFER AND ACCEPTANCE FORM

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Mesa Unified School District No. 4:

The Offeror, by its undersigned representative, hereby submits its Offer to Solicitation No. 21-03MP, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District. ***See attached exceptions document**

In accordance with Federal requirements the offeror certified the following:
Disclose of Lobbying Activities, Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352
Certification regarding Lobbying, Pursuant to 31 USC 1352
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Signature of Representative of Offeror: 

Printed Name of Representative: Paul M. Gales

Mail Address 2375 East Camelback Road, Suite 700, Phoenix, AZ 85016

Fed ID No. 13-3613083 AZ Transaction Privilege (Sales) Tax License No. _____

Telephone No. (602) 445-8404 Email galesp@gtlaw.com

Company Website
www.gtlaw.com

Acceptance of Offer and Award of Contract

The Offer is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation No. 21-03MP, including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.

This Contract shall be referred to as Contract Number: 21-03MP.

Awarded this _____ day of _____, 2020.

Mesa Unified School District No. 4

By: _____
(Mesa Public Schools Representative)

Exceptions/Deviations to Mesa Unified School District's General Terms and Conditions

If selected, Greenberg Traurig will provide its services under a mutually agreeable engagement letter with the Mesa Unified School District. Following award of the contract, we will address any concerns regarding the terms that we may have in light of the needs of the Mesa Unified School District and agree upon the terms of the engagement letter.

2.1. Records and Audit

Greenberg Traurig will provide the District, upon request, its client records, documents and invoices with respect to the work performed by Greenberg Traurig under the contract, consistent with the attorney-client privilege and other ethical requirements and will retain the same for a period of five (5) years after the completion of the Contract, subject to its records retention policies. Greenberg Traurig cannot agree to the auditing of its files or records that will allow access to its facilities, but will respond to requests for specific information.

2.3. Inspection and Testing

Greenberg Traurig does not agree to comply with this section as it is inapplicable to the services to be provided by Greenberg Traurig.

Our response is based on the following understanding: (i) the proposed engagement would not cause Greenberg Traurig to be classified as a contractor or subcontractor of the federal government or any department or agency thereof or the recipient of federal financial assistance and (ii) the requirements imposed on such contractors, subcontractors, or recipients of federal financial assistance would not pertain to Greenberg Traurig as a result of this engagement. Greenberg Traurig asks the District for confirmation of this understanding prior to entering into the engagement and requests an express representation that Greenberg Traurig will not be paid from federally appropriated funds for its services under the proposed engagement.

8 Insurance and Safety

Greenberg Traurig's Lawyers Professional Liability Insurance coverage is consistent with industry standards and provides broad coverage of not less than \$10 million for work performed in the professional capacity as an attorney. If engaged to perform work under this RFP, we would agree to add the District only as an additional insured under our General Liability Policy and to provide a copy of the firm's certificate of insurance upon request.

Additionally, we carry the following insurance types and coverage limits:

- GT's Commercial Liability primary coverage is \$1,000,000/\$2,000,000, and Non-owned automobile of \$1,000,000, with umbrella coverage up to \$100 million.
- GT's Worker's Compensation/Employer's Liability coverage is \$1,000,000.

13 Risk and Liability

13.2. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. ~~It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims.~~ It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

13.3. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or **OF WHICH CONTRACTOR IS AWARE** copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

13.4 Third Party Antitrust Violations. Contractor assigns, **IF AND TO THE EXTENT PERMITTED BY LAW AND THE RULES OF PROFESSIONAL CONDUCT** to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

NON-COLLUSION AFFIDAVIT

State of Arizona)
)
County of Maricopa) ss.

Paul M. Gales, affiant,
(Print Name of Person Authorized to Sign Offer)

the Shareholder
(Title)

Greenberg Traurig, LLP
(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

Paul M. Gales

(Signature of Person Authorized to Sign Offer)

Shareholder
(Title)

Subscribed and sworn to before me

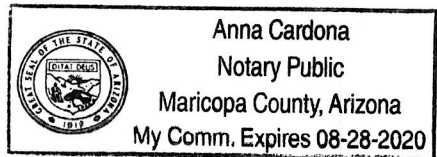
This 21st day of May, 2020

Anna Cardona

Signature of Notary Public in and for the

State of Arizona

County of Maricopa



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Greenberg Traurig, LLP</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 8400 NW 36th Street - Suite 400</p> <p>6 City, state, and ZIP code Doral, FL 33166</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	3	-	3	6	1	3	0	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8/8/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate of Insurance

Greenberg Traurig's Lawyers Professional Liability Insurance coverage is consistent with industry standards and provides broad coverage of not less than \$10 million for work performed in the professional capacity as an attorney. If engaged to perform work under this RFP, we would agree to add the District only as an additional insured under our General Liability Policy and to provide a copy of the firm's certificate of insurance upon request.

Additionally, we carry the following insurance types and coverage limits:

- GT's Commercial Liability primary coverage is \$1,000,000/\$2,000,000, and Non-owned automobile of \$1,000,000, with umbrella coverage up to \$100 million.
- GT's Worker's Compensation/Employer's Liability coverage is \$1,000,000.

Appendix I – Election Experience

A listing of school district bond and override elections in which lawyers of GT Public Finance Phoenix were involved during the period November 3, 2015, through November 5, 2019.

NOVEMBER 3, 2015 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Gadsden Elementary School District No. 32 of Yuma County, Arizona Bond Election

Higley Unified School District No. 60 of Maricopa County, Arizona Maintenance & Operations (M&O) Override Election

J.O. Combs Unified School District No. 44 of Pinal County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona Bond Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona M&O Override Election

Mingus Union High School District No. 4 of Yavapai County, Arizona Bond Election

Peoria Unified School District No. 11 of Maricopa County, Arizona M&O Override Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

NOVEMBER 8, 2016 ELECTION

Blue Ridge Unified School District No. 32 of Navajo County, Arizona Bond Election

Buckeye Union High School District No. 201 of Maricopa County, Arizona M&O Override Election

J.O. Combs Unified School District No. 44 of Pinal County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona M&O Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona Bond Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona Bond Election

Vail Unified School District No. 20 of Pima County, Arizona M&O Override Election

Sierra Vista Unified School District No. 68 of Cochise County, Arizona Bond Election

Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona Bond Election

NOVEMBER 7, 2017 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Gila Bend Unified School District No. 24 of Maricopa County, Arizona Override Election

Litchfield Elementary School District No. 79 of Maricopa County, Arizona Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona Bond Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona Bond Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

Williams Unified School District No. 2 of Coconino County, Arizona M&O Override Election

NOVEMBER 6, 2018 ELECTION

Gila Bend Unified School District No. 24 of Maricopa County, Arizona Bond Election

Holbrook Unified School District No. 3 of Navajo County, Arizona M&O Override Election

Humboldt Unified School District No. 22 of Yavapai County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona District Additional Assistance (“DAA”) Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona DAA Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona Bond Election

St. David Unified School District No. 21 of Cochise County, Arizona M&O Ovveride Election

Vail Unified School District No. 20 of Pima County, Arizona Bond Election

NOVEMBER 5, 2019 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Higley Unified School District No. 60 of Maricopa County, Arizona M&O Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona M&O Override Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona M&O Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona M&O Override Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

Winslow Unified School District No. 1 of Navajo County, Arizona M&O Override Election

Appendix II – Financing Experience

A listing of Arizona school district financings with respect to which GT Public Finance Phoenix issued opinions during the period May 21, 2015, through May 21, 2020. Financings in which GT Public Finance Phoenix served as bond counsel are denoted by bold.

Financing	Date	Role
\$4,000,000 Fountain Hills Unified School District No. 98 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series B (2015)	5/27/15	Underwriter's Counsel
\$35,000,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series C (2015)	5/27/15	Underwriter's Counsel
\$10,000,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Project of 2011, Series D (2015)	6/2/15	Underwriter's Counsel
\$41,890,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015	6/3/15	Bond Counsel
Kyrene Elementary School District No. 28 of Maricopa County, Arizona \$40,000,000 School Improvement Bonds, Project of 2010, Series C (2015) and \$24,120,000 Refunding Bonds, Series 2015	6/10/15	Underwriter's Counsel
\$11,860,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bonds, Project Of 2014, Series A (2015)	6/16/15	Bond Counsel
\$94,035,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015	7/2/15	Bond Counsel
Tuba City Unified School District No. 15 of Coconino County, Arizona School Improvement Bonds, Project of 2014, Taxable Series A (2015)	8/4/15	Placement Agent Counsel
\$6,715,000 Mingus Union High School District No. 4 of Yavapai County, Arizona Refunding Bonds, Series 2015	8/13/15	Bond Counsel
\$10,260,250 Peoria Unified School District No. 11 of Maricopa County, Arizona Lease/Purchase Agreement with Arizona Bank & Trust	8/27/15	Bond Counsel
\$14,900,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, School Improvement Bonds, Project of 2012, Series C (2015)	9/9/15	Underwriter's Counsel
\$15,660,000 Blue Ridge Unified School District No. 32 of Navajo County, Arizona Refunding Bond, Series 201	9/29/15	Bond Counsel
\$10,200,000 Riverside Elementary School District of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series A (2015)	10/28/15	Placement Agent Counsel
\$10,340,000 Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2016	2/11/16	Bond Counsel
\$15,000,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	2/17/16	Underwriter's Counsel
Deer Valley Unified School District No. 97 of Maricopa County, Arizona \$30,000,000 School Improvement Bonds, Series B (2016) and \$19,200,000 Refunding Bonds, Series 2016	2/23/16	Underwriter's Counsel
\$4,350,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Projects of 2010 and 2014, Series 2016	2/24/16	Underwriter's Counsel

Financing	Date	Role
\$5,990,000 Mingus Union High School District No. 4 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	3/31/16	Bond Counsel
\$20,000,000 Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	4/6/16	Underwriter's Counsel
Mesa Unified School District No. 4 of Maricopa County, Arizona \$35,000,000 School Improvement Bonds, Project of 2012, Series D (2016) and \$12,815,000 Refunding Bonds, Series 2016	4/12/16	Underwriter's Counsel
\$60,000,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	4/13/16	Bond Counsel
\$30,000,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series B (2016)	4/21/16	Underwriter's Counsel
\$28,050,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona Refunding Bonds, Series 2016	4/26/16	Underwriter's Counsel
\$28,225,000 Maricopa Unified School District No. 20 of Pinal County, Arizona Refunding Bonds, Series 2016	4/27/16	Underwriter's Counsel
\$7,595,000 Gadsden Elementary School District No. 32 of Yuma County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	4/28/16	Bond Counsel
\$74,865,000 Dysart Unified School District No. 89 of Maricopa County, Arizona Refunding Bonds, Series 2016	5/3/16	Underwriter's Counsel
Gilbert Unified School District No. 41 of Maricopa County, Arizona \$31,300,000 School Improvement Bonds, Project of 2015, Series A (2016) and \$38,445,000 Refunding Bonds, Series 2016	5/3/16	Underwriter's Counsel
\$7,500,000 Prescott Unified District No. 1 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	5/12/16	Underwriter's Counsel
\$6,000,000 Litchfield Elementary School District No. 79 of Maricopa County, Arizona School Improvement Bonds, Series 2016	5/19/16	Bond Counsel
\$25,785,000 Higley Unified School District No. 60 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series C (2016)	6/1/16	Bond Counsel
Buckeye Elementary School District No. 33 of Maricopa County, Arizona \$6,265,000 School Improvement Bonds, Project of 2015, Series A (2016) and \$9,850,000 Refunding Bonds, Series 2016	6/2/16	Underwriter's Counsel
\$5,200,000 Union Elementary School District No. 62 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	6/15/16	Underwriter's Counsel
\$9,450,000 Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds, Project of 2011, Series F (2016)	6/22/16	Bond Counsel
\$28,000,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2016	7/6/16	Bond Counsel
\$9,800,000 Flowing Wells Unified School District No. 8 of Pima County, Arizona Refunding Bonds, Series 2016	7/7/16	Bond Counsel
\$40,805,000 Kingman Unified School District No. 20 of Mohave County, Refunding Bonds Series 2016	7/14/16	Underwriter's Counsel
\$10,000,000 Cave Creek Unified School District No. 93 of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series B (2016)	7/14/16	Underwriter's Counsel

Financing	Date	Role
\$23,400,000 Tempe Union High School District No. 213 of Maricopa County, Arizona Refunding Bonds, Series 2016	8/23/16	Underwriter's Counsel
\$63,000,000 Tucson Unified School District No. 1 of Pima County, Arizona Refunding Bonds, Series 2016	8/25/16	Underwriter's Counsel
Phoenix Elementary School District No. 1 of Maricopa County, Arizona Refunding Bonds, Series 2016	9/20/16	Underwriter's Counsel
\$2,475,000 Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series B (2016) and \$4,455,000 Refunding Bonds, Series 2016	9/22/16	Underwriter's Counsel
Tuba City Unified School District No. 15 of Coconino County, Arizona Impact Aid Revenue Bonds, Project of 2014, Series 2016	10/26/16	Underwriter's Counsel
\$20,510,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona Refunding Bonds, Series 2016	11/10/16	Underwriter's Counsel
\$17,595,000 Vail Unified School District No. 20 of Pima County, Arizona School Improvement and Refunding Bonds, Series 2016	12/6/16	Bond Counsel
Phoenix Union High School District No. 210 of Maricopa County, Arizona \$39,425,000 School Improvement Bonds, Project of 2011, Series E (2017)	2/22/17	Underwriter's Counsel
\$11,630,000 Sedona-Oak Creek Joint Unified School District No. 9 of Coconino and Yavapai Counties, Arizona Refunding Bonds, Series 2017 (2019 Crossover)	2/23/17	Underwriter's Counsel
\$5,740,000 Heber-Overgaard Unified School District No. 6 of Navajo County, Arizona Refunding Bond, Series 2017	3/9/17	Underwriter's Counsel
\$39,635,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	3/9/17	Underwriter's Counsel
\$22,065,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series C	3/16/17	Underwriter's Counsel
\$31,010,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	3/21/17	Underwriter's Counsel
Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona \$8,710,000 School Improvement Bonds, Tax-Exempt Series 2017A and \$700,000 School Improvement Bonds, Taxable Series 2017B	3/29/17	Bond Counsel
\$2,955,000 Murphy Elementary School District No. 21 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	3/29/17	Underwriter's Counsel
\$30,315,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series E (2017)	3/29/17	Underwriter's Counsel
\$14,300,000 Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement Bonds, Project of 2016, Series A (2017) and \$27,290,000 Refunding Bonds, Series 2017	4/4/17	Underwriter's Counsel
\$47,857,000 Tempe Elementary School District No. 3 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/6/17	Underwriter's Counsel
\$25,000,000 Casa Grande Elementary School District No. 4 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/12/17	Underwriter's Counsel
\$31,645,000 Colorado River Union High School District No. 2 of Mohave County, Arizona School Improvement Bonds, Series 2017	4/13/17	Underwriter's Counsel

Financing	Date	Role
\$4,145,000 Santa Cruz Valley Union High School District No. 40 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/19/17	Underwriter's Counsel
\$13,920,000 Blue Ridge Unified School District No. 32 of Navajo County, Arizona School Improvement Bonds, Series 2017	4/20/17	Bond Counsel
\$21,405,000 Creighton Elementary School District No. 14 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/26/17	Underwriter's Counsel
\$2,390,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2014, Series B (2017)	5/2/17	Bond Counsel
\$30,500,000 Madison Elementary School District No. 38 of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series B (2017)	5/3/17	Underwriter's Counsel
\$16,075,000 Sierra Vista Unified School District No. 68 of Cochise County, Arizona, School Improvement Bonds, Project of 2016, Series A (2017)	5/9/17	Bond Counsel
\$15,490,000 Lake Havasu Unified School District No. 1 of Mohave County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	5/11/17	Underwriter's Counsel
\$70,035,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	5/16/16	Underwriter's Counsel
\$71,935,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	5/23/17	Bond Counsel
\$7,380,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	5/31/17	Bond Counsel
\$26,880,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona Refunding Bonds, Series 2017	6/7/17	Underwriter's Counsel
\$20,750,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2017	6/8/17	Bond Counsel
\$13,070,000 Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	7/6/17	Underwriter's Counsel
\$17,430,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2017	7/12/17	Bond Counsel
\$23,900,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series C (2017)	7/25/17	Underwriter's Counsel
Riverside Elementary School District No. 2 of Maricopa County, Arizona \$10,235,000 School Improvement Bonds, Project of 2014, Series C (2017) and \$4,510,000 Refunding Bonds, Series 2017 (2020 Crossover)	9/6/17	Underwriter's Counsel
\$14,745,000 Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds Series 2017	10/18/17	Bond Counsel
\$17,800,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona Lease-Purchase Agreement, Dated As Of November 1, 2017	11/09/17	Bond Counsel
\$14,645,000 Yuma Elementary School District No. 1 of Yuma County, Arizona School Improvement Bonds, Project of 2014, Series B (2017)	11/29/17	Underwriter's Counsel

Financing	Date	Role
\$42,745,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series B (2017) and \$47,080,000 Refunding Bonds, Series 2017	12/20/17	Underwriter's Counsel
\$15,635,000 Chandler Unified School District No. 80 of Maricopa County, Arizona Refunding Bonds, Series 2017	12/21/17	Bond Counsel
Littleton Elementary School District No. 65 of Maricopa County, Arizona Equipment Lease-Purchase Agreement, dated as of December 28, 2017	12/28/17	Bond Counsel
\$48,520,000 Tucson Unified School District No. 1 of Pima County, Arizona Refunding Bonds, Series 2017 (2020 Crossover)	12/28/17	Underwriter's Counsel
\$17,480,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series C (2018)	2/15/18	Underwriter's Counsel
\$23,000,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series D (2018)	3/8/18	Underwriter's Counsel
\$45,215,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Series 2018	3/15/18	Bond Counsel
\$14,200,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	3/21/18	Underwriter's Counsel
\$25,355,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series F (2018)	3/22/18	Underwriter's Counsel
\$23,180,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	4/12/18	Underwriter's Counsel
\$14,760,000 Litchfield Elementary School District No. 79 of Maricopa County, Arizona School Improvement Bonds, Series 2018	4/18/18	Bond Counsel
\$14,265,000 Alhambra Elementary School District No. 68 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/2/18	Underwriter's Counsel
\$3,750,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2017, Series A (2018)	5/8/18	Bond Counsel
\$148,370,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Projects of 2011 and 2017, Series 2018	5/8/18	Underwriter's Counsel
\$14,820,000 Florence Unified School District No. 1 of Pinal County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/9/18	Underwriter's Counsel
\$13,385,000 Flowing Wells Unified School District No. 8 of Pima County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/30/18	Underwriter's Counsel
\$27,810,000 Gilbert Unified School District No. 41 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2018) Bonds, Project of 2015, Series B (2018)	5/31/18	Underwriter's Counsel
\$8,590,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement Bonds, Series 2018	6/14/18	Bond Counsel
\$3,895,000 Prescott Unified School District No. 1 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series B (2018)	6/21/18	Underwriter's Counsel
\$3,000,000 Ray Unified School District No. 3 of Pinal County, Arizona School Improvement Bonds, Series 2018	6/21/18	Underwriter's Counsel

Financing	Date	Role
\$14,070,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series B (2018)	6/28/18	Bond Counsel
\$16,125,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2018	7/3/18	Bond Counsel
\$23,890,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series D (2018)	7/17/18	Underwriter's Counsel
\$7,155,000 Casa Grande Elementary School District No. 4 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series B (2018)	9/5/18	Underwriter's Counsel
\$10,575,000 Buckeye Elementary School District No. 33 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series 2018B	10/30/18	Underwriter's Counsel
Phoenix Elementary School District No. 1, School Improvement Bonds, Project of 2015, Series C (2018)	11/15/18	Underwriter's Counsel
\$9,425,000 Sunnyside Unified School District No. 12 of Pima County, Arizona, School Improvement Bonds, Project of 2011, Series G (2018)	11/28/18	Bond Counsel
\$52,330,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series C (2018)	12/13/18	Bond Counsel
Vail Unified School District No. 20 of Pima County, Arizona Lease-Purchase Agreement	12/18/18	Bond Counsel
\$22,325,000 Balsz Elementary School District No. 31 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Series A (2019)	2/13/19	Underwriter's Counsel
\$2,000,000 Littleton Elementary School District No. 65 of Maricopa County School Improvement Bond, Project 2017, Series B (2019)	3/12/19	Bond Counsel
\$20,640,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Series 2019	4/4/19	Bond Counsel
\$36,875,000 Vail Unified School District No. 20 of Pima County, Arizona School Improvement Bonds, Series 2019	4/4/19	Bond Counsel
\$19,710,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	4/24/19	Underwriter's Counsel
\$56,135,000 Mesa Unified School District No. 4 of Maricopa County, Arizona, School Improvement Bonds, Project of 2018, Series A (2019)	4/30/19	Underwriter's Counsel
\$2,895,000 Benson Unified School District No. 9 of Cochise County, Arizona School Improvement Bonds, Series 2019	5/2/19	Underwriter's Counsel
\$13,370,000 Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	5/7/19	Underwriter's Counsel
\$10,800,000 Sierra Vista Unified School District No. 68 of Cochise County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	5/9/19	Bond Counsel
\$3,050,000 Round Valley Unified School District No. 10 of Apache County, Arizona Refunding Bonds, Series 2019	5/29/19	Underwriter's Counsel
\$24,785,000 Gilbert Unified School District No. 41 of Maricopa County, Arizona School Improvement Bonds Project of 2015, Series C (2019)	5/30/19	Underwriter's Counsel

Financing	Date	Role
\$7,375,000 Window Rock Unified School District No. 8 Of Apache County, Arizona Impact Aid Revenue Refunding Bonds, Series 2019	5/31/19	Bond Counsel
\$46,355,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds Project of 2013, Series E (2019)	6/6/19	Underwriter's Counsel
\$18,360,000 Gila Bend Unified School District No. 24 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2019	6/11/19	Bond Counsel
\$44,665,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	6/13/19	Underwriter's Counsel
\$18,565,000 Glendale Union High School District No. 205 of Maricopa County, Arizona, School Improvement Bonds, Project of 2015, Series C (2019)	6/18/19	Underwriter's Counsel
\$12,935,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona, School Improvement Bonds, Project of 2016, Series C (2019)	6/27/19	Bond Counsel
\$16,115,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2019	7/10/19	Bond Counsel
\$54,490,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series C (2019)	8/1/19	Underwriter's Counsel
\$13,750,000 Alhambra Elementary School District No. 68 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	8/8/19	Underwriter's Counsel
\$53,035,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	9/24/19	Underwriter's Counsel
\$25,000,000 Creighton Elementary School District School Improvement Bonds, Project of 2016, Series B (2019)	9/24/19	Underwriter's Counsel
\$15,180,000 Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2019	10/3/19	Bond Counsel
Chandler Unified School District No. 80 of Maricopa County, Arizona Lease-Purchase Agreement, dated as of October 1, 2019	10/10/19	Bond Counsel
\$5,730,000 Buckeye Elementary School District No. 33 Of Maricopa County, Arizona School Improvement Bonds, Project Of 2015, Series C (2019)	10/29/19	Underwriter's Counsel
\$19,655,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series E (2019)	10/29/19	Underwriter's Counsel
\$16,175,000 Lake Havasu Unified School District No. 1 of Mohave County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	11/07/19	Underwriter's Counsel
\$2,625,000 Gadsden Elementary School District No. 32 of Yuma County, Arizona School Improvement Bonds, Project of 2015, Series B (2019)	11/26/19	Bond Counsel
\$7,970,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019) and \$2,990,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona Refunding Bonds, Series 2019	11/26/19	Underwriter's Counsel

Financing	Date	Role
Queen Creek Unified School District No. 95 of Maricopa County, Arizona Lease-Purchase Agreement, dated as of December 1, 2019	12/20/19	Bond Counsel
\$50,360,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Series 2020	2/20/20	Underwriter's Counsel
Queen Creek Unified School District No. 95 of Maricopa County, Arizona \$23,280,000 School Improvement Bonds, Series 2020 and \$6,060,000 Refunding Bonds, Series 2020	4/2/20	Bond Counsel
\$4,455,000 Coolidge Unified School District No. 21 of Pinal County, Arizona School Improvement Bonds, Project of 2019, Series A (2020)	4/7/20	Underwriter's Counsel
\$15,210,000 Vail Unified School District No. 20 Of Pima County, Arizona School Improvement And Refunding Bonds, Series 2020	4/28/20	Bond Counsel
\$20,465,000 Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement Bonds, Project of 2019, Series A (2020) (Assured Guaranty)	4/29/20	Underwriter's Counsel
\$2,950,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2017, Taxable Series C (2020)	5/5/20	Bond Counsel
\$14,480,000 Santa Cruz Valley Unified School District No. 35 of Santa Cruz County, Arizona School Improvement Bonds, Project of 2019, Series A (2020)	5/6/20	Underwriter's Counsel
\$40,630,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Series C (2020) and \$30,000,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Taxable Series B (2020)	5/6/20	Underwriter's Counsel
\$9,020,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona Refunding Bonds, Series 2020	5/7/20	Underwriter's Counsel
\$41,510,000 Saddle Mountain Unified School District No. 90 of Maricopa County, Arizona School Improvement Bonds, Series 2020	5/7/20	Underwriter's Counsel

Appendix III – Sample Billing Statement

GREENBERG TRAUIG, LLP
ATTORNEYS AT LAW

SUITE 700
2375 EAST CAMELBACK ROAD
PHOENIX, ARIZONA 85016
602.445.8000
FAX 602.445.8100

IRS 13-3613083

_____, 20__

Mr. Daniel O'Brien
Chief Financial Officer
Mesa Unified School District No. 4
of Maricopa County, Arizona
63 E. Main Street, #101
Mesa, Arizona 85201

Client No. _____

SERVICES RENDERED as Bond Counsel in connection with the delivery of \$____,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 20____, Series ____ (20____)/Refunding Bonds, Series 20____, including expenses

\$ _____

SAMPLE

WIRE TRANSFER INSTRUCTIONS

Bank name: Wells Fargo Bank
ABA number: _____
Account name: Greenberg Traurig Depository Account
Account number: _____
Reference: Attorney/Client Matter # _____