

# CITY OF SEDONA REQUEST FOR PROPOSALS Evaluation of Posse Grounds Park

Issue Date: Thursday, August 1, 2019

PROPOSALS DUE NO LATER THAN: August 29, 2019

Mail To:
Rachel Murdoch
Parks and Recreation Manager
102 Roadrunner Drive
Sedona, AZ 86336
928-282-7098

City Representative:
Rachel Murdoch
Parks and Recreation Manager
RMurdoch@SedonaAz.gov
(928) 203-5011

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#### **PROJECT INFORMATION**

#### **PURPOSE**

The city of Sedona, AZ is soliciting proposals from qualified firms to conduct a comprehensive Evaluation of Posse Grounds Park that will provide recommendations for possible design changes to accommodate the needs of the community regarding this park land. The evaluation will provide an analysis of the current, as well as future needs for the park to function as a sports venue, event venue, passive recreation location, performing arts venue and yet to be determined needs/ideas. The firm will evaluate, conduct community outreach and design a feasible space that could benefit most park users. The firm will identify constraints, limitations, and possibilities for mingling existing park amenities with new additions. The project is to be completed before June 1, 2020.

#### **BACKGROUND**

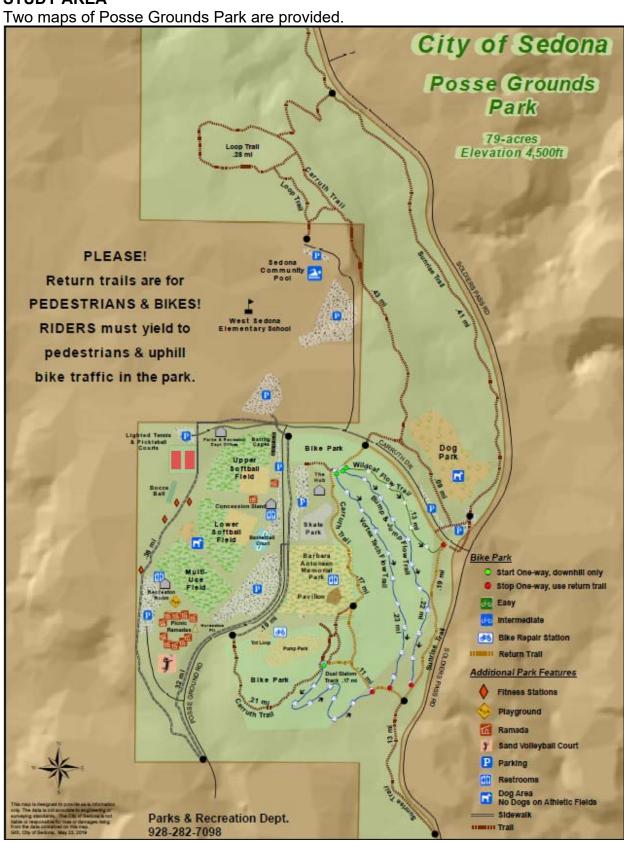
During the 1950s, a 120-acre parcel of state land became the home of the Coconino County Sheriff's Posse. Known as "Posse Grounds," volunteer groups built a staging area for square dancing, a large barbecue pit, a Boy Scout camping area, baseball diamond, an amphitheater and permanent restrooms. The site later hosted equestrian events, and a spring rodeo with chuck wagon dinners.

As the town grew, Posse Grounds became a gathering place for picnics, barbecues, softball games and social events such as the Jazz and Art Festivals. By 1996, the City had purchased 78 acres of land, which today supports multipurpose fields; basketball, volleyball, and tennis courts; a trail system including a fitness trail with four stations; picnic area; playgrounds; the Hub (indoor performance venue); a skateboard park; Sedona Dog Park; Bike Skills Park; the Recreation Room (where various instructional classes are held); and the Posse Grounds Pavilion (outdoor performance venue). The Community Swimming Pool is located nearby on school district property.

The Parks Department has the unique challenge of operating a park and its facilities that were built for one purpose but needed for many. Sedona is a city with multiple annual special events. Event promoters need a space that can efficiently, safely, and strategically work as an event venue. Posse Grounds Park is gaining popularity as a location to hold events; however, it has limited parking, fencing restraints, insufficient lighting and electrical, and multiple competing facilities. The park also hosts adult softball, AYSO soccer, Little League baseball and a variety of independent programs and summer camps.

In addition to existing facilities and amenities, we have parties expressing their desire for additional amenities such as a children's garden, pickleball and disc golf, and a grass dog run/field to list a few of the recently vocalized requests. Public outreach will need to be conducted to discuss additional needs and wants. The Department needs to be given direction on what the community wants, what can feasibly fit into the space and what changes could be made to mitigate impact on the facilities.

#### **STUDY AREA**





#### SCOPE OF SERVICES

This Scope of Services was prepared to provide an overview of needs and guidance to consultants. This list is not intended to be a comprehensive itemization of plan components or areas needed to conduct a comprehensive assessment to develop recommendations. The City is relying on the consultant's professional expertise in analyzing any and all pertinent factors and is open to additional strategies and approaches to meet the overall goals of identifying what should be added, changed or left as-is at the park. The consultant may also propose collecting additional information which he/she deems relevant in defining the local needs of the community. The successful consultant will work with the City to refine the scope and develop the most appropriate program of work to achieve desired outcomes.

#### Objectives

- 1. Identify what current and future uses the community sees appropriate for the park.
- 2. Identify which park features are underutilized or no longer necessary to meet community need.
- 3. Identify which park amenities could be relocated or redesigned in some way as to accommodate an additional need of the park.
- 4. Develop recommendations for future changes and CIP projects that could meet the goals defined.
- 5. Provide the department with Best Practices for like facilities that must service events, sports, and programs all in one location.
- 6. Recommendations should consider sustainability and cost-effective options for ongoing maintenance for the proposed changes or additions.
- 7. Review current and future resource consumption (including energy, water and waste).
- 8. Ensure equitable and inclusive use of spaces.

#### Plan Components

- 1. Facilitation of public meetings for input and park needs determination
- 2. Surveying of existing facilities
- 3. 3D models, posters or visual displays for meetings
- 4. Recommendation of highest and best use of property and buildings in park
- 5. Preparation of design including cost estimates

Scope of Work is a general list of objectives anticipated to be required of the awarded respondent. The City of Sedona requests that the consultant work with a committee (including a mix of City employees and citizens) to discuss ideas and add to, subtract from, and further define and develop this scope as necessary to achieve the overall objective.

#### **COMMUNITY INVOLVEMENT**

The City of Sedona values citizen involvement and input for decision-making and City officials and staff realize and understand the importance of keeping citizens involved and making City projects the citizens' projects. This plan will rely heavily on the input of citizens through open house meetings, surveys, and generally keeping citizens informed by the distribution of information about this project through traditional and innovative approaches to public information dissemination.

#### RESOURCE INFORMATION

The following documents and links provide data that may be useful to prospective consultants. They can be accessed here.

- 1. Master Plan
- 2. Annual Calendar of Events
- 3. Sports and Specialties Page
- 4. Posse Grounds park page
- 5. Posse Grounds Operations Plan

Those consultants which are determined to be best qualified to undertake the services required under this Request for Proposals may be invited to make a presentation to the City. Further information may be provided to the prospective consultants after the initial selection.

#### SUBMITTAL REQUIREMENTS

Five (5) copies of the consultant's proposal, and one (1) electronic copy, will be received by the City until 5:00 p.m., MST on, August 29, 2019, at the office of the City Clerk Attn: Rachel Murdoch; City of Sedona; 102 Roadrunner Drive; Sedona, Arizona 86336. The outside of the envelope must bear the notation:

#### RFP Evaluation of Posse Grounds Park August 29, 2019, 5:00 P.M.

The Proposal must contain, but is not limited to the following information in the format outlined below:

- 1. Letter of Introduction. Describe your firm's areas of expertise and other information that helps to characterize the firm. Describe your overall understanding of the project. Provide the name, title, address, and telephone number of the primary contact. The letter must be signed by the firm's authorized representative.
- **2. Project Manager's Experience**. Identify the project manager who will be responsible for this project. List the *project manager's* relevant experience and similar work including references.

- **3. Personnel**. If there is a project team, include name and office location of key personnel. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience. List key projects the project team has worked on in the past 5 years that are of similar type and magnitude to this RFP.
- **4. Project Approach** / **Scope**. Develop and describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe how the firm will be able to collect or verify field data in a timely fashion. Describe challenges which you foresee this project presenting and your approach for addressing these challenges. Describe your approach to public involvement and innovation.
- 5. Proposed budget. A total, not to exceed, cost estimate for the project must be submitted. The cost shall be based on the number of hours of work provided and "out of pocket expenses" (e.g. travel and lodging) and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City. Such estimate shall provide the following information:
  - The number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels.
  - The proposed hourly rate for billing shall be included for each person.
  - The number of hours of work, cost and percent of total cost shall be itemized for each major work element of the proposal.
  - An itemized estimate of "out of pocket expenses" must be included.
  - Method of billing must be disclosed.
  - An acknowledgement that any task/work request considered to be outside
    of the agreed upon scope and contracted duties that will incur fees, must
    be communicated by the consultant and agreed to by the City prior to the
    performance of that task/work request.

#### 6. Proposed work schedule.

**7. Other.** Relevant information the consultant wishes to include that is not listed above.

#### **INSTRUCTIONS TO RESPONDENTS**

There are 10 total pages in this Request for Proposals. It is the respondent's responsibility to ensure that all pages are included. If any pages are missing, request a copy of the missing page(s) by e-mailing your request to Rachel Murdoch, Parks and Recreation Manager at <a href="mailto:RMurdoch@SedonaAz.gov">RMurdoch@SedonaAz.gov</a>, RFP Project Evaluation of Posse Grounds Park.

Any and all explanations desired by a respondent regarding the meaning or interpretation of this RFP or any part thereof may be requested in writing via email to Rachel Murdoch, Parks and Recreation Manager at RMurdoch@SedonaAz.gov.

- 1. Late Proposals and Modifications. Proposals and modifications thereof received after the exact time of closing of which is 5:00 p.m. (MST), August 29, 2019 will not be considered.
- **2. Withdraw of Proposal.** Proposals may be withdrawn by written request, received from respondent prior to the time set for closing.
- 3. Intent of the City. The objective of this RFP is to provide enough information to enable qualified respondents to submit written Proposals. This RFP is not a contractual offer or commitment to purchase services. Contents of this RFP and respondent's Proposal will be used for establishment of final contractual obligation. It is to be understood that this RFP and the respondent's submittal may be attached or included by reference in an agreement between the City and successful respondent. Proposals shall be valid for a period of not less than 60 days.
- **4. Basis for Selection.** This RFP will be evaluated utilizing the criteria listed below. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. History from current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

#### Relevant Experience & Project Manager Experience

- What experience with similar projects does the team have?
- What projects has the project manager led?
- Does the consultant have a good record of developing similar projects that have been implemented, and how closely does the outcome match their recommendations?
- What performance data is available to demonstrate project success?

#### Project Approach / Scope

- · Are the minimum elements addressed?
- Do additional tasks suggested by the consultant tend to improve the quality of the product?
- How well does the proposed scope assure accomplishment of a wellrounded park?
- How well is the project approach explained and justified?

#### Public Relations & Public Outreach Experience

 How much experience does the consultant/team show in working with public committees?

#### Cost

 The cost will be weighed in relation to other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City and the overall level of expertise of the specific firm's personnel proposed to do the work for the City.

#### **Qualified Personnel**

- What local knowledge is evident in the team make-up?
- Does the team meet the objectives of the project?
- Are the primary consultant and sub-consultant complimentary in skill sets?
- How well does the team understand the concept/goal of this project?
- **5. Required Insurance.** Insurance requirements are listed in Section 10 of the attached sample Professional Services Agreement.
- 6. Selection. Selected firms submitting proposals will be invited to give an oral presentation explaining their proposal. It is anticipated that interviews will be for the top two to three consultants, if necessary. A selection team will provide a recommendation to the City Manager. The City Manager will consider approval of a contract with the selected consultant.

The City reserves the right to accept or reject any and all responses, in part or in whole, and to accept responses which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the City. The city further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

## DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This contract is made and between the City of Sedo		day of	2019, by and ("CONTRACTOR")
Services. The CONTRAC everything required to be necessary tools, expenda perform and complete in a	performed and shall prov ble equipment, and all ut	ride and furnish all the ility and transportation	labor, materials, services required to
accordance with MAG Sp CONTRACTOR'S Propos exceed <b>\$</b> (' complete all work under the	al set forth in <b>Exhibit "A</b> 'Project"). Contractor sha	" (attached), for a con all diligently and contin	tract price not to nuously prosecute and

- 1. Contract Documents. The CONTRACTOR and the CITY agree that the terms, conditions, and covenants of his contract may be supplemented by specific conditions, drawings, and materials lists, if any, which are attached hereto as additional exhibits, and made a part hereof as if fully set forth herein.
- Confidential Information. All correspondence, reports and other documentation of CONTRACTOR'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONTRACTOR'S task.
- 3. *Billing and Payment.* Payment will be made in full by the City upon completion of the work. A PO has been created.
- 4. Conflicts. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
- 5. Certification. CONTRACTOR hereby warrants that it is qualified by experience, necessary work force, and materials to assume the responsibilities and render the services described herein. CONTRACTOR shall execute the required affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 [Exhibit B]
- 6. Compliance with Local Rules and Regulations. It is contemplated that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.

- 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 8. Insurance. The CONTRACTOR agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverage, as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. The policies shall name the CITY and its agents and employees as **additional insured** and contain a **waiver of subrogation** endorsement.
  - a. Worker's Compensation Insurance as required by the Title 23, Chapter 6, of the Arizona Revised Statutes.
  - b. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
  - c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, *if* CONTRACTOR'S owned or hired vehicles will be assigned to or used in performance of the services.
  - d. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate, *if* professional services are utilized by the CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "*claims made*" basis, the CONTRACTOR warrants that any *retroactive date* shall precede any work on the Project.
- 9. *Non-Assignability*. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
- 10. Termination. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONTRACTOR with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONTRACTOR for all work previously authorized, performed and accepted prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. CITY shall owe no other payments, including any payment for lost profit or

business opportunity, and no penalty, to CONTRACTOR in the event of termination upon notice.

- 11. Venue. The laws of the State of Arizona shall govern this contract, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
- 12. Independent Contractor. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONTRACTOR for all purposes. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.
- 13. Performance Standards. CONTRACTOR shall perform the services in **Exhibit A** in a good and workmanlike manner and in conformity with the best standards of its industry. The CITY in its sole discretion may cancel this agreement if the CONTRACTOR fails to meet the specifications for the materials and timely complete assigned tasks.
- 14. Entire Agreement. This contract, together with the attached exhibits," is the entire agreement between CONTRACTOR and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
- 15. Non-Discrimination. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015).
- 16. Compliance with State and Federal Laws:

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. SERVICE PROVIDER further affirms that it is not engaged in any boycott of Israel (Exhibit C). The following is only applicable to construction contracts: CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- a. Under the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONTRACTOR to penalties up to and including termination of this contract at the sole discretion of CITY.
- c. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor

- or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any such inspections.
- d. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed.
- e. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- f. The provisions of this article must be included in any contract that CONTRACTOR enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 17. *Dispute Resolution*. The parties shall follow the dispute resolution procedures of Chapter 3.10 of the Sedona City Code.
- 18. Delays. CONTRACTOR shall not be responsible for delays that are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly as may be agreed by the CITY.
- 19. Attorneys' Fees and Costs. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
- 20. Conflict of Interest. From the date of this contract through the termination of its service to Sedona, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
- 21. *Notice*. Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent prepaid, first class United States Mail, addressed as follows:

Sedona
,

22. Offsets. During the performance of this Agreement, CONTRACTOR may also be under contract with the CITY for performance of work on other projects. A breach in the performance of any of CONTRACTOR'S obligations under this Agreement shall constitute a breach of CONTRACTOR'S obligations under any other agreement with the CITY and the breach by CONTRACTOR under other agreement with the CITY shall also constitute a breach of CONTRACTOR'S obligations under this Agreement. The CITY may offset any amounts owed by CONTRACTOR under any such other agreement from any amounts owed to CONTRACTOR under this Agreement, or any delinquent wastewater fees or transaction privilege taxes owed to the City.

Attention: Public Works 102 Roadrunner Drive

- 23. *Notice to Proceed.* Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.
- 24. Licensing. CONTRACTOR shall maintain a valid license through the Arizona Registrar of Contractors for all types of work or services for the project as set forth in ARS 32-1122 and related provisions and shall also obtain a business license for the City of Sedona.

CITY OF SEDONA, ARIZONA	(Contractor)
Rachel Murdoch Parks and Recreation Manager	By:
ATTEST:	I hereby affirm that I am authorized to enter into and sign this contract on behalf of CONTRACTOR
City Clerk	
APPROVED AS TO LEGAL FORM:	
City Attorney	





# CITY OF SEDONA, ARIZONA AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

ARS Section 1-502 requires that any person who applies to the City for a local public benefit (defined as a grant, contract, loan, professional license, or commercial license) must demonstrate through the presentation of one of the following documents that he/she is lawfully present in the United States.

# LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the Affidavit.)

	1. Valid Driver License Issued after 1996	First 4 numbers/letters from License:
	2. Valid Non-Operating Identification License	First 4 numbers/letters from License:
	3. Birth Certificate or Delayed Birth Certificate Issued any state, territory or possession of the United Sta	
	4. United States Certificate of Birth abroad	Year of Birth: Place of Birth:
	5. United States Passport	First 4 numbers/letters from Passport:
	6. Foreign Passport with United States <b>Visa</b>	First 4 numbers/letters from Passport: First 4 numbers/letters from Visa:
	7. I-94 Form with a photograph	First 4 numbers from I-94 Form:
	8. United States Citizenship and Immigration Service Employment Authorization Document (EAD)	es First 4 numbers/letters from EAD:
	9. Refugee Travel Document	Date of Issuance: Refugee Country:
	10. United States Certificate of Naturalization	First 4 digits of CIS Reg. No.:
	11. United States Certificate of Citizenship	Date of Issuance: Place of Issuance:
	12. Tribal Certificate of Indian Blood	Date of Issuance: Name of Tribe:
	13. Tribal or Bureau of Indian Affairs Affidavit of Birtl	h Year of Birth: Place of Birth:
	cordance with the requirements of State Law, I do so United States, and that the document I presented to e	wear or affirm under penalty of perjury that I am lawfully present in establish this presence is true.
Sigi	natureE	Business/Company:
Prin	ted Name:	Business Address:
Date: City, State		City, State, Zip Code:



#### PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the municipalities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- I."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.

City

- 5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.

State

Zip

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:				
	·			
By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.				
Company Name	Signature of Person Authorized to Sign			
Address	Printed Name			

Title