

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO PROVIDE
VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL
CONSULTING SERVICE(S)
RSOQ # 17-CM09272016**

INTRODUCTION

The City of Maricopa, through the issuance of this Request for Statement of Qualifications (“RSOQ”), is seeking to secure a Professional Services Consulting Contractor(s) to provide Various Professional Executive Level Consulting Services. The City of Maricopa has identified (but not limited to) multiple service areas where a need may arise for the use of an outside consultant organization(s). Organizations/Companies are eligible to be retained in as many of the service areas for which they express interest and are qualified to perform. Organizations/Companies may also include in their proposals related services or work that are not specifically listed in the RSOQ.

November 9, 2016

**CITY OF MARICOPA
PURCHASING DEPARTMENT
39700 W. Civic Center Plaza
MARICOPA, AZ 85138
(520) 316-6846**

INSTRUCTIONS TO OFFEROR

Proposals shall be submitted in a sealed package with **“RSOQ #17-CM09272016 Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona”** and the Offeror’s name and address clearly indicated on the front of the package. All proposals shall be completed in ink, word processed, or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Statement of Qualifications (RSOQ).

Proposal Due Date:	Wednesday December 7, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, CPPB, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

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

OFFEROR CONTACT INFORMATION - For clarification of this offer contact:

Name: _____ Email: _____

Federal Employer Identification
Number: _____

Authorizing Offeror Signature:

Company Name

Printed Name

Address

Title

City _____ State _____ Zip Code _____

Telephone: _____

Fax: _____

1. Preparation of Proposal:

- a. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- d. Periods of time, stated as a number of days, shall be calendar days.
- e. It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. Inquiries: Any questions related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail **no later than five (5) business days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered, due to time constraints. Any correspondence related to a *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications* Project ID RSOQ #17-CM09272016, page, and paragraph number. These questions and answers will be communicated to all via a formal addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request for Statement of Qualifications* Project ID RSOQ#17-CM09272016 on the outside of any envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Statement of Qualifications* due date and time. All offeror's are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The City assumes no responsibility for a company/organization's failure to read questions and answers and to revise their responses accordingly. Questions should be directed in writing to Purchasing Manager, Kathleen M. Shipman, CPPB: Fax (520) 568-9098, or via email at kathleen.shipman@maricopa-az.gov

3. Interviews Conducted - The City has the sole authority and discretion to interview all or none of the company's/organizations and or candidates (if applicable) prior to award and will be announced on the City of Maricopa website. <http://www.maricopa-az.gov/web/>

4. Due Date and Time - Separate, sealed RSOQ for the services to be provided must be submitted to the City of Maricopa, 39700 W. Civic Center Plaza, Maricopa, AZ. 85138 prior to 5:00 P.M. (Arizona Time) on Wednesday, December 7, 2016 and then at said office to be publicly opened.

- 5. Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.
- 6. Amendment of Proposal:** Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.
- 7. Payment:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
- 8. Taxes:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- 9. Award of Contract:** Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof,
 - c. Reissue a Request for Statement of Qualifications,
 - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - e. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet and,
 - f. The City reserves the right to select none, one (1), or more than one (1) Offeror to provide the required Various Professional Consulting Services.

10. SELECTION SCHEDULE TIMETABLE:

The schedule below is subject to change as indicated below. Please refer to City of Maricopa's website for any updates: <http://www.maricopa-az.gov/web/>

11/9/16	Issuance of RSOQ
11/23/16	Deadline to submit questions/inquiries
12/7/16	Responses to RSOQ due
TBD	Interviews conducted (if applicable)
12/14/16	Selection Committee selects Contractor(s)
12/20/16	City Council meeting to act on approval of contract
12/21/16	Purchase Order Issuance

STANDARD TERMS AND CONDITIONS

- 1. Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
- 2. Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.
- 2. Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

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

This contract is subject to the following provisions as stated:

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

ARS §35-393.01; 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 state from contracting with companies currently engaged in a boycott of Israel. Please refer to Attachment D and complete form as part of your solicitation response.

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 State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46, House Bill 2617 and outlined in Exhibit A:

1. "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.

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.

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

3. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.

4. Contract: The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RSOQ, including instructions, all terms and conditions, specifications, Scope of Work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RSOQ. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RSOQ and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in

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

5. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RSOQ or any resultant contract.
6. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
7. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
8. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or sub consultants, and from all claims by Consultant's employees, sub consultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, sub consultants or agents.
9. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
10. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable

diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

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

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

- 11. Right to Assurance:** Whenever one (1) party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 12. Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
- 13. Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 14. Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
- a. Waive the non-conformance,
 - b. Stop the work immediately, and or
 - c. Bring material into compliance. This shall be accomplished by a written determination for the City.

- 15. Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 16. Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
- 17. Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 18. Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 19. Property of City of Maricopa.** Any information or materials submitted as a response to this RSOQ shall become the property of the City of Maricopa and will not be returned. All submitted materials will be available for public review. The City expressly retains the right to disclose the name of any or all respondent offeror's, their submissions, and any other information that is pertinent to the selection of the Contractor. It is the sole and exclusive responsibility of respondent offeror to exclude proprietary information, trade secrets, or other information, the public disclosure of which may or would cause harm to such party.
- 21. Public Record:** All offers submitted in response to this RSOQ shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. Please refer to the City's website at www.maricopa-az.gov/web for more information.
- 20. Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
- 21. Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
- 22. Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

23. Per A.R.S. § 35-392, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act.

24. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

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

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SPECIAL TERMS AND CONDITIONS

Purpose: The Office of the City Manager, with appropriate support from various other City departments is charged with the responsibility of administering Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City Manager's Office has an interest in procuring Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa in conformance with (i) Municipal City Ordinance Section 3-201 through 3-246 "Purchasing", (ii) Arizona Revised statutes, rules and regulations to Title 41, Chapter 23. The Selection/Evaluation Committee (described below) will utilize the Evaluator's Guide for Qualifications Based Selection (QBS) Selection Processes in its deliberations.

The City of Maricopa through the issuance of this Request for Statement of Qualifications ("RSOQ") is seeking to secure Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City of Maricopa has identified (but not limited to) multiple service areas in which a need may arise for the use of outside consultant contractor(s) for Executive Director Level Consulting Services. Contractor(s) will be utilized on an as needed basis. Contractor(s) may also include in their proposals related services or work that are not specifically listed in the RSOQ.

The preliminary proposed general areas of duties and responsibilities of the selected Contractor(s) are more specifically defined in the Scope of Work as outlined on pages 16-18. It is intended that the selected Contractor(s) will work with the City Administration and appropriate designated City officials as necessary to determine and refine the Executive Director Level Consulting Service needs for the City of Maricopa.

Authority: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

- 1. Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
- 2. Term of Contract:** The term of resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or terminated by either party, with or without cause, by providing the other party thirty (30) days prior written notice of termination. The City of Maricopa has the option, in the City's sole discretion to renew the contract for four (4) additional one (1) year period. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contract renewals may be unilaterally extended by the City of Maricopa for a period of thirty-one (31) days. Subject to Council approval or until the service is completed, unless terminated, cancelled or extended as otherwise provided herein.

- 3. Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RSOQ. Also, if applicable please submit all documents in CD or thumb drive media.*
- 4. Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notification to the City.
 - If key personnel are not available for work under any resultant contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- 5. Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Statement of Qualifications for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.
- 6. Proposal Evaluation Criteria; Contract Award:** The City of Maricopa, designated committee of City Staff and possibly Community Leaders (“Evaluation Committee”) shall evaluate the ability of the Offeror to directly provide the necessary services, identified in the Scope of Work (pages 16-18). All proposals will be determined if responsive and responsible. Evaluated, ranked and awarded (as defined below), based upon the following scored criteria listed below in order of importance:

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar Executive Director Level Administrative Consultant services.	25 points
History of past performance (within past five [5] years), and qualifications of various professional Executive Director Level Administrative Consulting services to include recommendations of past and existing clients.**Please note if previous experience with the City of Maricopa.	25 points
Cost/Fee	35 points
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	15 points

Proposals will be evaluated by an Evaluation Panel to assess the Offeror's likelihood of successfully accomplishing a prospective service(s) with assigned consultant(s).

The Evaluation Panel will consider all the material submitted by the Proposer and other information the Evaluation Panel may obtain to determine whether the Offeror is capable of and has a history of successfully completing services of this type. Additional information may include, but is not limited to, data requested by the Evaluation Panel, reference checks, interviews or oral presentations.

For each proposal that is accepted, and award is authorized, in accordance with the City of Maricopa's policies and procedures, a contract for the work will be executed. Until authorization of the award and execution of the contract, the City of Maricopa has no obligation for the cost associated with any work performed.

7. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted at the discretion of the City Manager with Offerors who submitted proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
8. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
9. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
10. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.
11. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Consultant, then the Consultant shall bear financial responsibility to the City for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the City. By way of example, the Consultant shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Consultant's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Consultant shall not be entitled to Consultant's fee for the excess Cost of the Work.

- 12. Pricing (Fees, Invoicing and Payments):** The Consultant will prepare and present to the City a monthly itemized invoice for the services actually performed. Upon acceptance of the invoiced services, the City will make monthly payments to the Consultant thirty (30) days after receipt of the invoice. In consideration of the Services to be rendered by the Contractor, the City of Maricopa shall pay to the Contractor all fees and expenses arising pursuant to the terms of each active Schedule. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other clients for similar services under similar conditions and that the prices comply with any and all applicable rules, regulations and laws. The Contractor shall promptly notify the City of Maricopa of such price reductions.
- 13. Liquidated Damages:** Liquidated damages shall be in the amount of one-hundred dollars (\$100.00) for each calendar day of delay.
- If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
- 14. Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 15. Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor.
- 16. City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)
- Please visit the following for information on Business Licenses:
<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>
- 17. Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 18. Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any

resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract; and
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor; and
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES AND REQUIREMENTS

1. Background and Purpose

The City of Maricopa is seeking a qualified Consulting Contractor(s) to provide Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The consultant(s) will work closely with the City Manager and/or designated City of Maricopa staff. This position will report to the City of Maricopa, City Manager. The City of Maricopa is governed by an elected Mayor and Council, with administration provided by a City Manager.

Maricopa was incorporated in 2003, and is located just sixteen (16) miles southwest of Phoenix and thirty-two (32) miles from Sky Harbor Airport. It has direct southern access to Interstate 8 for travel to the West while bypassing Phoenix Metro area.

Maricopa City limits currently encompass an area of nearly fifty (50) square miles, with a total planning area of two hundred seventy-eight (278) square miles. It has the only AMTRAK station in the greater Phoenix metro area.

Maricopa's proximity to the Greater Phoenix metropolis, coupled with a unique, family oriented ambiance, experienced growth of more than four thousand (4,000 %) percent from 2000 to 2010. Today, the City has over 48,000 in population. With more than forty-eight (48%) percent holding a Bachelor's Degree or higher, these residents both value the small town feel and eagerly welcome quality employment, shopping, entertainment and other amenities.

Maricopa offers a large supply of developable commercial and industrial property with highway access, all of which is located in an Enterprise Zone. The City of Maricopa has a number of tools to best benefit potential projects, including: Industrial Development Authority bonds, participation in their Fast Track Program, or locations in the Redevelopment District with tax incentive opportunities. Funding has been secured for the design and construction of an overpass for State Route 347/John Wayne Parkway. The Estrella Gin Business Park is currently under negotiations for development with Edison Road being extended through the site to Highway 238.

The City also enjoys a rich history including transportation (stage stop for Butterfield Stage coach lines, rail history, first transcontinental air flight stopped in Maricopa to refuel), old west culture, ranching, agricultural and Native American.

Maricopa aspires to build a local economy that is diverse, competitive and successful in the global economy. Our approximately forty-eight thousand (48,000) residents want employment opportunities closer to home and amenities commensurate to a city our size.

2. General

This Request for Statement of Qualifications (RSOQ) is intended to select a qualified offeror(s) to provide said services on a retained basis for a period of one (1) year or until the end of the City of Maricopa Fiscal Year 2017.

Term of Contract: The term of any resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or the City of Maricopa has determined said service (s) is no longer required. The City of Maricopa has the sole discretion to renew the contract for four (4) additional, one (1) year terms subject to Council approval or until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

3. Scope of Services and Business Specifications:

The City of Maricopa is interested in entering into a contract for Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, under the direction of the City Manager and appointed City of Maricopa staff.

3.1 The Consultant agrees to provide various consulting services for various professional Executive Director level positions in connection with City projects as directed. Specifically, the Contractor shall provide various services some of which are described below to this Contract, the Consultant's Proposal, which is attached and made part of this Contract.

3.2 Contract Amendments – The City will identify specific professional consulting services on an as-needed basis by issuing a Contract Amendment (also to be served as the Notice to Proceed). Each Contract Amendment will include a specific scope of work, a not-to-exceed cost for included services, a timeframe for providing the services, and a 'Authorized Representative' designated to represent the City for that Contract Amendment.

3.3 The Consultant represents that it is experienced in matters relating to the services described in this Contract/Contract Amendment, that it is capable of performing them within the work deadlines required, and that the officer or officers executing this Contract/Contract Amendment are authorized to do so. Consultant further acknowledges that it is the leader of the design team and is responsible for the Services provided. The City shall be entitled to rely on the Services, documents, and information furnished by the Consultant.

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This Section contains a brief description of the types of services the City of Maricopa expects to be performed, and is not a complete representation of all services that may be required for the Executive Director Level Consulting Service Positions:

Areas of Service/Expertise: May include the following categories of projects. Contractors are encouraged to identify and include other relevant areas of expertise in their proposals for Executive Level Director Positions.		
Engineering		
Public Affairs		
Public Works		
Planning		
Human Resources		
Economic Development		
Information Technology		
Parks and Recreation		
Public Safety		
Finance		
Administration		
Other Executive Level Consulting Services Offeror can provide:		
	1.	
	2.	
	3.	
	4.	
	5.	

Consultant(s) shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and Scope of Work as defined by this RSOQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract.

4. City Responsibilities: The City of Maricopa shall furnish, at no cost to the consultant(s), the following information or services for this contract:

- a. One (1) copy of data pertinent to the work. However, the consultant shall be responsible for research and requesting information required,
- b. All available data and information relative to policies, standards, criteria, studies, etc., and

- c. Designate the name of a City employee who will service as the Contract Administrator or the City Manager during the term of the resultant contract. The Contract Administrator or the City Manager appointed designee has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by the City on any aspect of the resultant work shall be direct to the Contract Manager or City Manager appointed designee.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

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

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

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 2 of RSOQ) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Statement of Qualifications and must include all the items set forth in this section of the Request for Statement of Qualifications.
3. **Letter of Transmittal (Limit to two (2) pages):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Statement of Qualifications listed in the Scope of Work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers), and
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **Offeror Overview (Excluding attachments, limit to four (4) pages):**
 - a. Your organization/company is in what primary line of business?
 - b. Does your organization have at least one (1) office or business presence located in the State of Arizona?
 - c. Discuss the structure of your organization/company. If a private entity, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization/company has been in business under the current business name as well as any previous business names, and
 - d. Provide documentation that the organization/company is licensed under the applicable laws of the State of Arizona.
5. **Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance

pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

6. Experience (Excluding attachments, limit to four (4) pages):

- a. Describe comparable services provided by the offeror to municipalities since 2014 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.
- b. How long has your offeror performed these services?
- c. Please include the resumes of the principles of your offeror along with their experience in the business and their number of years in the industry.
- d. Please provide an organization chart of your organization.

7. Detail responses to the Evaluation Criteria: Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions", Pages 11 - 15.

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar consultant services.	25 points
History of past performance (within past five [5] years), and qualifications of various professional administrative services to include recommendations of past and existing clients. Please note if previous experience with the City of Maricopa.	25 points
Cost/Fee	35 points
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	15 points

8. References: (limit to one (1) page): Include the name, address, telephone number, and email address of five (5) clients for whom similar consultant services have been provided since January, 2011. References must be current, and should be relevant to the required services. Please provide a one (1) line description of consultant services provided with each reference.

9. Disclosures of Conflict of Interest: (Limit to one (1) page): The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

- 10. Substitute W-9 Form:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment C).
- 11. Cost Summary/Fee Schedule - Proposed Fees/Compensation:** This RSOQ includes a Cost Summary Form provided as an attachment. (Attachment A)

Each offeror must complete the Cost Summary/Fee Schedule Form in the exact format provided. The City may reject any proposal with a reformatted Cost Summary.

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**RSOQ #17-CM09272016 VARIOUS PROFESSIONAL EXECUTIVE
DIRECTOR LEVEL CONSULTING SERVICE(S)
Vendor Submittal Checklist**

- _____ Offer Sheet, Signed
- _____ Table of Contents
- _____ Letter of Transmittal, Signed (limit to 2 pages)
- _____ Offeror Overview (limit to 4 pages)
- _____ Experience (limit to 4 pages)
- _____ Detail response to the Evaluation Criteria (page 12)
- _____ References and contact information
- _____ Disclosures of Conflict of Interest
- _____ Substitute W-9 Form completed (Attachment C)
- _____ License Copies – if applicable. (this is referenced in the Vendor Questionnaire section in Attachment B)
- _____ Cost Summary - Proposed Fee Schedule (Attachment A)
- _____ Debarment/Suspension Documentation (if applicable)
- _____ Participation if Boycott of Israel (Attachment D)

ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

The Offeror may respond using their own letterhead but shall include, at a minimum the following information to be considered for award of a purchase order including a signature from someone having the authority to bind the vendor to delivery of products or performance of services.

List labor rates per assigned personnel titles for Various Professional Executive Director Level Consulting Service Position Contractor(s) for the City of Maricopa describes as follows:

Key Consultant Titles	Description of Service/Area of Expertise	Hourly Rate/Amount Year 1 11/xx/2016 – 11/xx/2017	Hourly Rate/Amount Year 2 11/xx/2017 – 11/xx/2018	Hourly Rate/Amount Year 3 11/xx/2018 – 11/xx/2019
*Note: Hourly rate schedule for years one (1) through three (3), including hourly rates, specialty rates, multipliers, etc. for the various classifications of personnel. Please provide further applicable information if necessary on separate sheet of paper noted accordingly.				

- Optional Prompt Payment Discount, if offered: _____%, Net _____ Days
- Tax Rate / Amount, as applicable: _____ (Note: this will not be used for sourcing decisions of the City).
- Optional Comments or Notes, as necessary: _____
- Authorized Signatory/Offeror: _____

ATTACHMENT B VENDOR QUESTIONNAIRE

Name of Company/Organization:	
Years in Business providing similar services:	
License No(s) and Type: (Submit a copy with the proposal)	
Number of employees servicing this contract:	
Verifiable References: Include the name, contact person, address and telephone number of five (5) companies or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:

Description of services provided:

Company/Government Agency Name:

Contact Person:

Phone:

Address:

E-Mail Address:

Dollar value of work:

Dates provided:

Description of services provided:

Company/Government Agency Name:

Contact Person:

Phone:

Address:

E-Mail Address:

Dates provided:

Description of services provided:

Company/Government Agency Name:

Contact Person:

Phone:

Address:

E-Mail Address:

Dates provided:

Description of services provided:

Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.

Subcontractor Contact Name:

Phone:

Subcontractor Address:

Email:

Category of Work:

Contractor License Type:

Type/Number:

Subcontractor Contact Name:

Phone:

Subcontractor Address:

Email:

Category of Work:

Contractor License Type:

Type/Number:

List any other information which may be helpful in determining your qualifications for this contract:

Debarment/Suspension Information: Has your company or any of its principals been debarred or suspended from contracting with any public entity?: ____ Yes ____ No
If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.

Does your company accept electronic payments through:

Electronic Funds Transfer (EFT): ____ Yes ____ No

Automated Clearing House (ACH): ____ Yes ____ No

List any additional discounts that may result from paying electronically: _____ % Discount

Insurance: Provide name of insurance carriers that provide coverage for your company.

Automobile:

General/Contractor Liability:

Bonding:

ATTACHMENT C
SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different than above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):

Individual/Sole Proprietor	Limited Liability Company*
Corporation	*Choose the tax classification
Partnership	Disregarded Entity
Other: _____	Corporation
	Partnership
6. Order Address: _____

(Order address)	(City)	(State)	(Zip code)
-----------------	--------	---------	------------
7. Remittance address (if different than above): _____

(Remittance address)	(City)	(State)	(Zip code)
----------------------	--------	---------	------------
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):

Factory Representative	Jobber
Manufacturer	Authorized distributor
Retail dealer	Contractor
Consultant	Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned	Woman-owned	Not Applicable
----------------	-------------	----------------
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes	No
-----	----

PART II: COMMODITY OR SERVICE DESCRIPTION

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

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

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

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).
4. The following business ownership classifications are applicable:
Disadvantaged Business Enterprise Ownership Classification (**Select One Only**):

<input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled	<input type="checkbox"/> 8 Small Business/Disabled Owner
<input type="checkbox"/> 2 Small Business (Per ARS §41-1001(20))	<input type="checkbox"/> 9 Minority Woman Owned Business
<input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)]	<input type="checkbox"/> 10 Disabled-Minority Owned Business
<input type="checkbox"/> 4 Woman Owned Business	<input type="checkbox"/> 11 Disabled-Woman Owned Business
<input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5)	<input type="checkbox"/> 12 Small Business/Minority-Woman Owned
<input type="checkbox"/> 6 Small Business/Minority Owned	<input type="checkbox"/> 13 Small Business/Disabled-Minority Owned
<input type="checkbox"/> 7 Small Business/Woman Owned	<input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned

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

Name (Please print)

Signature

Title (Please print)


Date

INTERNAL USE ONLY

CC# _____ AUTHORIZATION: _____
FAX: _____ EMAIL: _____ PRINT: _____
REQUESTED BY: _____

ATTACHMENT D

PARTICIPATION IF BOYCOTT OF ISRAEL

	Participation if Boycott of Israel		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP#17-FIN081016	PAGE 1	
	Description: Transaction Privilege Tax (TPT) Auditor Services for the City of Maricopa	OF 1	

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 state 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 State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "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.
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.
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:

- _____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- _____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City	Title
State	
Zip	

SPO Form 205 – Israel Boycott Affidavit

EXHIBIT A
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

**State of Arizona House of Representatives Fifty-second Legislature Second Regular
Session 2016**

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE
9; RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 46
HOUSE BILL 2617

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

1 Be it enacted by the Legislature of the State of Arizona:
2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended
3 by adding article 9, to read:
4 ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS
5 **35-393. Definitions**
6 **IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:**
7 1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS
8 ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL
9 RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR
10 IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:
11 (a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL
12 OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c)
13 APPLIES.
14 (b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY,
15 NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.
16 2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION,
17 CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED
18 LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS
19 ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED
20 SUBSIDIARY, PARENT COMPANY OR AFFILIATE.
21 3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY
22 THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN
23 ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL
24 SHARES OR INTERESTS.
25 4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD
26 IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR
27 MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT
28 SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS
29 EITHER:
30 (a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS
31 SECTION.
32 (b) THAT ARE HELD IN AN INDEX FUND.
33 5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS
34 STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A
35 POLITICAL SUBDIVISION OF THIS STATE.
36 6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.
37 7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.
38 8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS
39 ESTABLISHED BY OR PURSUANT TO TITLE 38.
40 **35-393.01. Contracting; procurement; investment; prohibitions**
41 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO
42 ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR
43 CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE
44 COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE
45 CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

1 B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER
2 POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO
3 BOYCOTT ISRAEL.

4 35-393.02. Investment; restricted companies list; notice;
5 immunity; exception

6 A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A
7 LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.

8 B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY
9 CONSIDER AT LEAST THE FOLLOWING:

10 1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY
11 NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.

12 2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY
13 THE PUBLIC FUND.

14 3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF
15 ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE
16 WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.

17 C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE
18 LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE
19 STATE TREASURER AND THE RETIREMENT SYSTEMS.

20 D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS
21 SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED
22 ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE
23 PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE
24 COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.

25 E. EACH PUBLIC FUND SHALL:

26 1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A
27 RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND
28 FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF
29 RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE
30 AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL
31 POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED,
32 DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.

33 2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS
34 DIRECT HOLDINGS.

35 3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING,
36 REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE
37 ASSETS UNDER ITS MANAGEMENT.

38 F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE
39 STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF
40 THE STATE TREASURER OR THE RETIREMENT SYSTEM:

41 1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION
42 OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT
43 FUNDS OR INVESTMENTS.

44 2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY
45 FOR ACTS AND OMISSIONS.

EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

1 3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS,
2 DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES,
3 INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES
4 BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A
5 RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.

6 G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE
7 STATE TREASURER PURSUANT TO SECTION 35-314.01.

8 35-393.03. Severability

9 IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR
10 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER
11 PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE
12 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS
13 ARTICLE ARE SEVERABLE.

14 Sec. 2. Legislative findings

15 A. Boycotts and related tactics have become a tool of economic warfare
16 that threaten the sovereignty and security of key allies and trade partners
17 of the United States.

18 B. The state of Israel is the most prominent target of such boycott
19 activity, beginning with the Arab League Boycott adopted in 1945, even before
20 Israel's declaration of independence as the reestablished national state of
21 the Jewish people.

22 C. Companies that refuse to deal with United States trade partners
23 such as Israel, or entities that do business with or in such countries, make
24 discriminatory decisions on the basis of national origin that impair those
25 companies' commercial soundness.

26 D. It is the public policy of the United States, as enshrined in
27 several federal acts, including 50 United States Code section 4607, to oppose
28 such boycotts, and Congress has concluded as a matter of national trade
29 policy that cooperation with Israel materially benefits United States
30 companies and improves American competitiveness.

31 E. Israel in particular is known for its dynamic and innovative
32 approach in many business sectors, and a company's decision to discriminate
33 against Israel, Israeli entities or entities that do business with Israel or
34 in Israel is an unsound business practice making the company an unduly risky
35 contracting partner or vehicle for investment.

36 F. This state seeks to implement Congress's announced policy of
37 "examining a company's promotion or compliance with unsanctioned boycotts,
38 divestment from, or sanctions against Israel as part of its consideration in
39 awarding grants and contracts and supports the divestment of State assets
40 from companies that support or promote actions to boycott, divest from, or
41 sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

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FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.