

# **Town of Florence**

## **REQUEST FOR PROPOSALS**

### **FOR PROFESSIONAL SERVICES**

#### **Infrastructure Improvement Plan and Development Impact Fee Study**



**Town of Florence  
775 N. Main Street, Box 2670  
Florence, Arizona 85132  
(520) 868-7541  
jess.knudson@florenceaz.gov  
Jess Knudson, Assistant Town Manager**

**Public Notice  
Town of Florence**

**INVITATIONS FOR PROFESSIONAL SERVICES**

**Request for Proposals**

The Town of Florence hereby solicits proposals from qualified consultants to develop an Infrastructure Improvement Plan (IIP) and Development Impact Fee (DIF) studies in accordance with all applicable state and local laws and regulations. The qualified professional must be licensed in the State of Arizona, and must be a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience.

**The Town of Florence must receive proposals no later than 2:00 P.M, local time, Thursday, August 3, 2017.** All proposals should be identified as "Florence IIP and DIF Studies."

To secure a complete copy of the Request for Proposals (RFP) package, please visit [www.florenceaz.gov/rfp](http://www.florenceaz.gov/rfp). Mail completed proposals to the Town Clerk, at Florence Town Hall, P.O. Box 2670, Florence, Arizona 85132 or hand deliver to the Town of Florence. Faxed proposals are not accepted. Failure of the proposer to complete all of the proposal requirements may result in rejection of the proposal.

All questions and comments pertaining to this RFP are addressed to Jess Knudson, Assistant Town Manager, at (520) 868-7541 or [jess.knudson@florenceaz.gov](mailto:jess.knudson@florenceaz.gov).

The Town of Florence is an Affirmative Action and Equal Opportunity Employer. Persons with disabilities may request a reasonable accommodation, by contacting the 504/ADA Coordinator for the Town of Florence at (520)868-7574. Please make all requests as early as possible to allow time to arrange the accommodation.

# **Request for Proposals**

## **Infrastructure Improvement Plan and Development Impact Fee Study**

### **Background**

The Town of Florence was founded in 1866 and is the sixth-oldest non-Native American settlement in the state of Arizona. Florence is the county seat of Pinal County and is located 45 minutes away from the Phoenix and Tucson metropolitan areas. Florence is a major employer with approximately 75% of its work force commuting into the area on a daily basis.

### **Project Description – Infrastructure Improvement Plan (IIP)**

- Evaluate current IIP adopted within the Capital Improvement Plan and bring it into compliance with all applicable laws and regulations.
- Evaluate and establish necessary public service and facility expansion.
- Provide land use assumptions.
- Establish the Designated Service Areas within the Town limits.
- Provide Service Units for a necessary public service.
- Develop IIP and set for the procedures and component values for future updates of the IIP.

The IIP is used to estimate capital improvements and expenditures. The General Plan, adopted in 2008, is used as a guide for development elements and planning.

All questions and comments pertaining to this RFP are addressed to Jess Knudson, Assistant Town Manager, at (520) 868-7541 or [jess.knudson@florenceaz.gov](mailto:jess.knudson@florenceaz.gov).

### **Project Description – Development Impact Fee Study (DIF)**

- Research and analysis existing and future conditions.
- Recommend adjustments to current Development Impact Fees to comply with all applicable laws and regulations.
- Develop Development Impact Fees in compliance with State Statutes.
- Evaluate current development impact fees and recommend changes to impact fees, based upon the IIP.
- A comparison of the Town's development impact fees with development impact fees of other jurisdictions.
- Set guidelines within the Development Impact Fee document for the administration of collection and distribution of development impact fees based compliant with State Statute.
- Project Management and Coordination
- Solicit and incorporate public participation
- Project Implementation

### **Project Schedule**

The completion of the studies is expected to be six months, from the date of the executed contract. The proposal must include timeline with milestones.

## Staff Participation

The Town envisions that the Consultant will be responsible for the majority of the tasks during the planning process. Key tasks that the Town staff will be responsible for include:

- Provide all related and existing plans, records, documents, and studies.
- Review all draft reports prior to their reproduction and distribution.
- Schedule appropriate locations for public involvement events.
- Providing interim briefings to Town Council and Town Staff.
- Additional team involvement as mutually agreed upon.

## Evaluation:

**Each Proposal will be evaluated on the following criteria**

Proposal Conforms to Format	5%
Key Issues Discussion	15%
Project Manager/Team Member Capabilities	15%
Budget	15%
Scope of Work	35%
Discretionary	15%

## Interview

After proposals are collected by the Town, the Town will determine if interviews will be conducted. The Town will determine the time and order of interviews.

## REQUIREMENTS FOR PROPOSERS

These terms will be the general contract conditions for any contract entered into as a result of the RFP and are incorporated therein and shall be fully binding upon the Proposer.

1.1 Proposal Opening Date and Location: Proposals will be received at the Town of Florence Clerk's Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 2:00 p.m. (local Arizona time) Thursday, August 3, 2017. Late Proposals are not accepted or considered by the Town.

1.2 Proposal Documents Available: The Proposal Documents consist of: (1) Requirements for Proposers; (2) Proposer's Proposal (form); (3) Compliance Certification(s) (form) (4) Offer Sheet (form) and (5) Demonstrating lawful Presence (form). The Proposal Documents are available for downloading from [www.florenceaz.gov/rfp](http://www.florenceaz.gov/rfp).

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the Proposer's offer/proposal. The resultant contract between the Town and the Proposer shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, any amendments thereto, any contract documents, and the Proposal Documents; and (2) the offer submitted by the

Proposer in response to the RFP only to the extent it is consistent with the RFP terms and contract documents. All previous contracts between the Proposer and the Town are not applicable to this contract or other resultant contracts. Any award to a Proposer will be subject to a selected Proposer entering a services contract acceptable to the Town of Florence.

1.4 Proposer's Proposal Form: Proposals must be submitted only on the Proposer's Proposal form. All Proposals must be submitted in an envelope clearly marked "Florence IIP and DIF Studies." Mail completed proposals to the Town Clerk, at Florence Town Hall, P.O. Box 2670, Florence, Arizona 85132 or hand deliver to the Town of Florence. Faxed proposals are not accepted.

1.5 Florence's Right to Reject Proposals: Notwithstanding any other provision of this RFP, the Town expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

1.6 Execution of Contract: A sample contract from the proposing firm is required in Word format. No contract or agreement, expressed or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer who submitted a timely, responsive and responsible proposal to this RFP.

1.7 Additional Investigation: The Town reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting an offer.

1.8 Prior Experience: Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

1.9 Cost of Proposal: The Town shall not reimburse the cost of developing or providing any response to this RFP and development and provision of any offer shall be at the respective Proposer's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. All legal advertising, notifications and reproductions are the responsibility of the firm.

1.10 Late Proposals: Late submittals and/or unsigned proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Florence. It is the sole responsibility of the Proposer to see that his/her proposal is delivered and received by the proper time and at the proper place.

1.11 Proposal Amendment or Withdrawal: A proposal may be withdrawn any time before the Proposal due date and time. A proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

1.12 Public Record: All proposals submitted in response to this solicitation and all evaluation related records shall become property of Florence and shall become a matter of public record for review, subsequent to proposal award. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Florence in proposals submitted, and the information sought to be protected clearly marked as proprietary. Florence will not insure confidentiality of any portions of the proposal that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

1.13 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.14 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but the Town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his proposal during this period without written permission from the Town. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.15 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.16 General Evaluation Standards: The Town of Florence is seeking proposals from qualified firms who have experience in conducting Development Impact Fee Studies and Infrastructure Improvement Plans. The Town will be the sole judge of whether the proposals offered are acceptable.

1.16.1 Deviations. Any deviations from General Evaluation Standards contained within may render the proposal non-responsive.

1.16.2 Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its proposal rejected. The Proposer will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. §§ 1-501 and 1-502 by completing the *Demonstrating Lawful Presence* form provided by the Town.

1.16.3 Waiver and Rejection Rights. The Town reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

1.17 Proposal Preparation:

1.17.1 Format. Proposers shall submit their proposal with an original and five copies. Submittals are limited to 20 - 8.5" x 11" pages of one-sided text or graphics. The appendix does not count toward the overall page limit of the proposal. Offeror shall also submit one electronic version of their proposal on a flash drive, using Microsoft Word or Adobe PDF file formats.

1.17.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. All facsimile or electronic mail proposals shall be rejected.

1.17.3 Typed or Ink Corrections. The proposal shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by the person signing the proposal.

1.17.4 No Modifications. Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

1.17.5 Content. The proposal shall contain all of the following information:

*Proposal Amount.* The proposal amount for both studies shall be listed in the Proposal Section. Provide a table format of tasks and organization of labor hours for each project team member. Identify the hourly rate of each team member and their subtotal hours for the entire project. A subtotal of all labor expended per task shall also be provided. Please also include a summary breakdown for all anticipated reimbursable expenses.

*Brief description of the Proposer/Experience/Qualifications.* List the individuals who are selected for this project. The project manager and key task managers must be identified. Briefly describe the directly related project experience of the project manager and team members. Include information that describes the role of the team member, related project experience (i.e. year project was prepared, budget and project duration). Provide a complete resume in the appendix of the proposal.

*Tax ID Number.* Proposer shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Proposal Section. A Town of Florence Sales Tax Number, if applicable, must also be supplied.

1.17.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the proposal Section, which shall be submitted together with the proposal by the proposal deadline. Failure to note a Solicitation Addendum may result in rejection of the proposal.

1.17.7 Evidence of Intent to be Bound. The proposal form submitted shall include a signature by a person authorized to sign the proposal. The offer sheet

shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.

1.17.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that:

- A. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal; and
- B. The Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.18 Inquiries:

1.18.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

1.18.2 Contact Person. Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the contact person listed within this Solicitation. The Proposer shall not contact or direct inquiries concerning this solicitation to any other Florence employee unless the solicitation specifically identifies a person other than the Contact Person as a contact.

1.18.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry, since it may then be identified as a proposal and not be opened until after the proposal due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.18.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least 5 days before the proposal due date and time for review and determination by Florence. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.



1.18.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on the Town verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

## II. SPECIAL CONDITIONS.

2.1 Insurance. The firm or prime consultant shall indicate that they maintain commercial general, vehicle, and workers compensation insurance liability coverage as outlined in the “Town of Florence Insurance Requirements for Contractors”. Insurance coverage shall be identified in the cover letter.

2.2 Indemnification: The Proposer shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its mayor, councilmembers, officials, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceeding, loss, cost and/or damages of every kind and description including any attorney’s fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any person or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Proposer, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this contract or arising out of Worker’s compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Proposer or its subcontractors or claims under similar laws or obligations. The Proposer’s obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Proposer, at Proposer’s sole cost and upon at least 10 day’s written notice from Town shall defend the same with counsel acceptable to Town, in Town’s sole discretion. The Proposer’s obligations under the Section shall survive the expiration or termination of this contract. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope of the magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

## III. PROPOSER’S PROPOSAL

3.1 Proposer’s Proposal: For the proposal deadline is August 3, 2017.

3.2 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents (RFP) carefully, and that this proposal is made with full knowledge of the RFP requirements. By signing this proposal, proposer agrees to all conditions contained in the Proposal Documents.

3.3 Proposal Amount: For the terms set forth in Paragraph 3.2 above: Proposers offers to provide the services for a total in the amount of:

*(Enter Proposal price in writing)* \_\_\_\_\_ (“Proposal Amount”)

3.4 Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with Florence within thirty days after Florence’s acceptance of this proposal at the listed Proposal Amount.

3.5 Affidavit: The following affidavit is submitted by the Proposer as part of this Proposal:

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

1. That he/she has lawful authority to execute the within and foregoing Proposer’s proposal.
2. That the Proposer has not directly or indirectly entered into any agreement , express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the parceling out to any Proposer or any other person of any part of the subject matter of the proposal or proposals or the profits thereof, and that he/she had not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.
3. That Proposer has received any Addenda issued.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF ARIZONA)  
County of Pinal )SS

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

# **Preliminary Scope of Work**

## **Infrastructure Improvement Plan and Development Impact Fee Study**

### **PROJECT ORGANIZATION AND MANAGEMENT**

#### **Project Understanding**

Although creativity is encouraged, your proposal must satisfy the Preliminary Scope of Work outlined herein. Failure to comply may diminish the scoring of your proposal. Your proposals should clearly indicate a full understanding of financial and planning tools for municipalities, included, but not limited to capital improvement plans and general plans. Knowledge of all legal requirements for municipalities, as related to this project, is also required. All deviations from the Preliminary Scope of Work shall be summarized in the proposals.

The scope of work presented here is for a comprehensive Infrastructure Improvement Plan and Development Impact Fee Study. Its purpose is to provide the basic steps, which will be followed in the review of existing elements of infrastructure improvement in development areas, development impact fees, new elements of development impact fees, and increase or decrease of development impact fees for the Town of Florence.

The Town of Florence requires the Consultant to provide the project management from onset to closing of the project, plan, develop, attend and manage the public participation portion, provide schedules for all phases of the project, present findings to the Town Council and provide the staff with a procedure to update and expand this plan on an annual basis. It is required to comply with any Arizona State statutory requirements necessary for development, presentation and implementation of an IIP and DIF.

Related studies and documents, including the Town's existing fee schedule and previous studies are located at [www.florenceaz.gov/finance](http://www.florenceaz.gov/finance).

### **CONSULTANT RESPONSIBILITIES**

The products identified below comprise the minimum deliverables for the studies:

1. All necessary activities as described in A.R.S. 9-463.05.
2. Review existing impact fees and categories to ensure they comply with all State of Arizona statutory regulations.
3. Analyze the growth in the local population and housing, household size associated with the north area and the south area of the Town of Florence and current impact fees. This analysis is conducted for all of the elements being studied. This includes forecasting the impacts of development on the supply and demand of infrastructure and services.

- a. If none of the existing projections are deemed reasonable, the consultant develops new projections based on past performance and expected trends in development.
  - b. Reasonable projections are used to estimate growth related to residential, employment generating activities and commercial activity in the town.
4. Review and analyze existing DIF study, IIP, General Plan, development agreements, CIP, available engineering studies and other materials that affect recovery of total impact fees and other reports projecting future municipal costs.
  - a. Verify data sources through interview with Town staff in each applicable service. Where data sources are not available or existing data is determined to be inadequate, consultant will solicit staff recommendations on potential options for improving the data.
  - b. Inventory all existing, planned and proposed municipal projects related to the elements being studied. The inventory includes cost estimates and customers served.
  - c. Examine the feasibility of development impact fee zones where the cost of service differs substantially in areas within the Town.
5. Develop impact fee formulas for each element.
  - a. Recognize the credits and offsets against the fee for the contributions made or to be made in the future in case or by taxes, fees or assessments by property owners toward the capital costs of the necessary public services covered by the fees.
  - b. Present the proposed methodology to the general public at a public meeting.
6. Develop levels of service standards for each of the development impact fee elements and project future costs. Compare the actual level of service to these standards.
  - a. Present info to Town staff at a face-to-face meeting.
  - b. Present at a public meeting.
7. Calculate the appropriate DIF for each category. The fee incorporates all necessary credits and outside funding sources that would likely be realized.
  - a. Develop fees based by type of use, including residential, commercial, industrial, institutional and any other as recommended by consultant or for which a need exists.
  - b. Determine categories of fees for a specific use.
8. Create a model for establishing credits and net development impact fees in addition to a mechanism for staff to apply such activities.
  - a. Identify expected funding sources for future capital projects, and use this information to calculate any credits, which should be applied against allocable costs, by land use.
  - b. Work with Town staff to evaluate the application of other development design elements that meet livability and sustainability goals and objectives of the General Plan and the appropriateness of these elements creating development impact fee credits for the development.

9. Estimate revenue generated from each element of the development impact fee over a ten-year timeframe and estimate the off-set revenues or method of calculation of off-set revenue that would credit the impact fee based upon the collection of an additional 2% on private construction.
10. Prepare and submit all documents necessary to be in compliance with Arizona State Statutes such as ordinance, resolution, and public notice.
11. Engage citizens and Town Council early in the process and gather information on priorities and desires.
  - a. Identify multiple opportunities for the consultant to solicit feedback.
  - b. All public participation events are summarized in a standard summary format previously approved by the Town.
  - c. Present the materials to the Town Council for final adoption.
    - i. All materials are the responsibility of the Consultant.
12. Finalize the Work Program and develop a meeting schedule to work with the Town staff.
  - a. A minimum amount of meetings is identified within this RFP. More may be required. Attendance by Consultant is required.

## **MEETINGS REQUIRED**

### **Staff Meetings (4)**

- First Meeting: Collect pertinent documents and gain insight into budgeting and growth issues for specific Town departments.
- Second Meeting:
  - Review and evaluate cost estimates being used for the development impact fees (CIP and operations)
  - Finalize Development Impact Fee methodology
- Third Meeting: Review results of growth projections and recommend criteria to be used in proceeding with the completion of the project.
- Fourth Meeting: Discuss with staff the proposed development impact fees and receive input to be incorporated into the public presentation.

### **Public Meetings (3)**

- First Meeting: Provide an overview of the study process and discuss the development impact fee study. Result of the second staff meeting relative to data and methodology is presented and to receive input from the development community.
- Second Meeting: Provide results of the growth projections and discuss selected options, and the impact they would have on development impact fees imposed and the Town's overall budget. Consensus is reached on methodology used to calculate development impact fees.
- Third Meeting: Held to present the proposed development impact fees and receive feedback.

### **Council Meetings (3)**

- First Meeting: Consultant updates Town Council on the progress of the project.
- Second Meeting: Consultant presents recommendation at the public hearing. State statutes require a public hearing after the final report is released to the public.
- Third Meeting: Consultant to present final results and answer any questions relating to the adoption of the development impact fees.

**Products Delivered by Consultant:**

- Two copies of any draft report presented at a public meeting must be submitted to the Town Project Manager at least 7 days prior to the public meeting.
- 12 copies of any draft report presented at a Town staff meeting must be submitted to the Town Project Manager at least 3 days prior to meeting.
- 20 copies of any report presented to the Town Council must be submitted to the Town Project Manager at least 20 days prior to the Town Council meeting.
- Final and draft reports are transmitted on a flash drive mailed to the Town Project Manager prior to meeting date.

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

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By signing below, I agree, certify, and warrant that the offer/proposal I am submitting \_\_\_ does \_\_\_ does not (check one line) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

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**THIS PAGE MUST BE RETURNED WITH THE OFFER/PROPOSAL**

## OFFER SHEET

**MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.**

**To the Town of Florence:** By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

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Authorized Signature (required)

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Company Name

---

Printed Name

---

Address

---

Title

---

City, State, Zip

---

Arizona Transaction (Sales) Privilege Tax License  
Number

---

Telephone Number

---

Federal Employer Identification Number

---

Fax Number

**For clarification of this offer contact:  
(If different from above)**

---

Contact Name

---

Company E-mail Address

---

E-mail Address

---

Telephone Number

---



**Town of Florence**  
**P.O. Box 2670**  
**Florence, AZ 85132**  
**(520) 868-7500**  
**Demonstrating Lawful Presence**

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States. The Principal of each group, consultant, or organization will complete this form.

**Check the box next to the document indicating lawful presence.**

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

**\*\*Attach copy of document to this sheet.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee  
Effective Date: November 1, 2009

\_\_\_\_\_  
Date

**Participation if Boycott of Israel**

**Town of Florence  
PO Box 2670  
Florence, AZ 85132**

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 Town of Florence 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 Town 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 the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
- 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/vendors must select one of the following and thereby certify that:**

\_\_\_\_\_ 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.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title