



Chandler · Arizona
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MEMORANDUM Economic Development - Council Memo No. ED13-004

DATE: SEPTEMBER 12, 2012

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD
PATRICK MCDERMOTT, ASSISTANT CITY MANAGER ^{PM}
CHRISTINE MACKAY, ECONOMIC DEVELOPMENT DIRECTOR ^{CM}

FROM: KIMBERLY JANES, TOURISM DEVELOPMENT COORDINATOR ^{KJ}

SUBJECT: CHANDLER TOURISM WEBSITE ENHANCEMENTS

RECOMMENDATION: Staff recommends authorization for the City to enter into an agreement with simpleview, Inc., for website enhancements to the City of Chandler's tourism website, www.VisitChandler.com.

BACKGROUND/DISCUSSION: Proposition 302 Maricopa County Grant is available to destination marketing organizations (DMO) within Maricopa County and is administered by the Arizona Office of Tourism. Proposition 302 was passed in November of 2000. The purpose of this grant program is to provide funding for new and expanded tourism marketing activities such as advertising, public relations and travel industry marketing where the primary function of the project must be tourism promotion. Tourism promotion is defined as the intent to drive overnight visitation to a respective community.

The City of Chandler currently operates the tourism related website, www.VisitChandler.com. The website features essential Chandler tourism information including, but not limited to hotel accommodations, attractions, a calendar of events, and a dining guide. In an effort to maximize the efficiency of the site and meet the ever changing technological demands of visitors, it is necessary to enhance the website on a continual basis in order to keep up with the demands of the visitor and provide them with quick and accurate destination information. The website is featured on all promotional materials and advertisements and is the most important technological tool in the promotion of Chandler as a tourism destination.

The current website has been utilized for approximately six years, the design and functionality have remained constant; but more importantly, the existing programs and database management tool supporting the website have remained stagnant.

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The City of Chandler is upgrading the back-end functionality and elevating the design of the tourism website to further develop Chandler's brand with current web technology. Currently existing website applications such as the event calendar and general content will be upgraded along with the integration of Google Maps and the inclusion of mobile and social media tools.

Approval for funding of this particular tourism marketing activity meets the requirements of the Proposition 302 Maricopa County Grant and has been approved by the Arizona Office of Tourism for completion in the current fiscal year.

FINANCIAL IMPLICATIONS: Proposition 302 Maricopa County Grant funding will cover the project cost amount of \$54,970 as approved by the Arizona Office of Tourism.

PROPOSED MOTION: Motion to authorize the City to enter into an agreement with simpleview, Inc., for website enhancements to the City of Chandler's tourism website, www.VisitChandler.com and to authorize the Economic Development Director to sign the contract as approved.

Attachment: simpleview, Inc. contract



WEB SITE CONSULTING AND HOSTING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 7th day of September 2012 (the "Effective Date"), by and between **simpleview**, Inc., an Arizona corporation with offices at 7458 N. La Cholla Blvd., Suite 100, Tucson, Arizona, 85741 ("**simpleview**") and the City of Chandler, Economic Development Division, an Arizona government entity with a mailing address of PO Box 4008, Mail Stop 416, Chandler, AZ 85244-4008 ("Client").

RECITALS

- A. WHEREAS, **simpleview** offers certain consulting, development and hosting services and Web-based Applications for use on the World Wide Web, including the Customer Relationship Management Application ("CRM");
- B. WHEREAS, Client desires that **simpleview** develop and host a Client Web site (the "Site"), create and implement the design for the Site, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage **simpleview**, and **simpleview** desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, **simpleview** and Client (collectively, the "Parties") hereby agree as follows:

1. simpleview Services

simpleview agrees to provide Client with services for development and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of **simpleview**, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that **simpleview** is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto. **simpleview** shall deliver to Client a copy of all code, documentation, graphics, contents, flow charts, and other material developed by **simpleview** in connection with the Site, excluding any third-party software, hardware, and materials. Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2. Web Site Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to **simpleview** in an electronic file format specified and accessible by **simpleview** (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services and set forth on Exhibit B for the purpose of providing notice of the additional charges to Client in advance of performing the Additional Services. Client shall promptly deliver all Client Content to **simpleview** as required by **simpleview**.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to **simpleview** a written change order containing (i) such revisions in detail and (ii) a request for

a price quote for such change (collectively, the "Change Order"). **simpleview** shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject **simpleview's** proposal in writing. If Client accepts **simpleview's** proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by **simpleview's** proposal, shall amend and become a part of Exhibit A, Exhibit B, and Exhibit C hereto (Fee Schedule).

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, the Site shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the Site, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of **simpleview**. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future hosting services. **simpleview** shall provide Client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site. **simpleview** shall incorporate Updates according to a written schedule agreed upon by the Parties.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. **simpleview** expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Any change to the rates charged shall be effective for no less than twelve (12) months of this Agreement. Client shall pay, or promptly reimburse **simpleview** for, any reasonable out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by **simpleview** in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to **simpleview** all fees within thirty (30) days of the date of the applicable **simpleview** invoice. Implementation of certain applications may require two or three days of onsite training. In no event shall the fees for this Agreement exceed \$54,970.00 (Fifty Four Thousand Nine Hundred, Seventy Dollars)."

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, domain names, designs, trademarks, patents, trade secrets, and any other proprietary rights, and subject to section 4.2 of this Agreement, all other elements of the Site. Nothing in this Agreement shall be construed to grant **simpleview** any ownership right in the Client Content.

4.2 Proprietary Rights of **simpleview**

Subject to Client's ownership interest in Client Content, all materials, including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML (or XML) script developed or provided by **simpleview** or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to **simpleview's** products or services, shall remain the sole and exclusive property of **simpleview** or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "**simpleview** Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the **simpleview** Materials does not automatically vest in **simpleview** by virtue of this Agreement or otherwise, Client hereby transfers and assigns to

simpleview all rights, title and interest which Client may have in and to the **simpleview** Materials. Client acknowledges and agrees that **simpleview** is in the business of designing and hosting Web sites, and that **simpleview** shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any **simpleview** Materials in providing such services.

4.3 **simpleview** Notices

Unless otherwise agreed to in writing by the Parties, **simpleview** shall have the right to place proprietary notices of **simpleview** and its suppliers (including hypertext links related thereto) on the **simpleview** Materials and on the Site, including developer attribution and hypertext links to **simpleview's** web sites, and to change or update such notices from time to time upon notice to Client. In no event may Client remove or alter any **simpleview** proprietary notice from the **simpleview** Materials or the Site without **simpleview's** prior written consent. **simpleview** may use the name of and identify Client as a **simpleview** client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to **simpleview** a non-exclusive, worldwide, revocable royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - **simpleview**

simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of **simpleview** Materials that are incorporated in the Site and that are required for the operation of the Site. Client cannot use the **simpleview** Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. **simpleview** hereby reserves for itself all rights in and to the **simpleview** Materials not expressly granted to Client in the immediately foregoing sentence.

6. Warranties

6.1 **simpleview** Warranties

simpleview warrants: (i) that **simpleview** has the right and authority to enter into and perform its obligations under this Agreement; (ii) that **simpleview** shall perform the Services in a professional and workmanlike manner; (iii) that nothing in the **simpleview** Material infringes or violates any right of any third party; and (iv) that **simpleview** will take reasonable measures to protect the site from viruses, trojans, worms, or other malicious code and will take at least those measures that it takes to protect its own computer systems, but in no case less than reasonable care.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and (b) that the materials provided to **simpleview**, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Site.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless **simpleview**, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of

Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by **simpleview**

simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of **simpleview**'s representations, warranties, or agreements hereunder; or (ii) arises out of the gross negligence or willful misconduct of **simpleview**; or (iii) any of the **simpleview** Materials to be provided by **simpleview** hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, **simpleview** MAKES NO WARRANTIES HEREUNDER, AND **simpleview** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL **simpleview** BE LIABLE FOR PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND, EVEN IF **simpleview** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, EXCEPT FOR LIABILITIES RELATED TO INFRINGEMENT ON THIRD PARTY RIGHTS DUE TO NEGLIGENCE ON THE PART OF **simpleview**, IN WHICH CASE NO LIMITATION ON LIABILITY SHALL EXIST.

9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for one (1) year, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). This Agreement shall automatically be renewed beyond the Initial Term for additional one (1) year terms (each, a "Renewal Term") for a maximum of five (5) terms including the initial term unless Client provides **simpleview** with a written notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with

this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

If either party or its respective directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. If such a protective order is not obtained, the party required to make such disclosure shall disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than two years after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and **simpleview** with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona.

12.3 Independent Contractors

The Parties agree that **simpleview** and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Arbitration

Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, following the Rules and Procedures of the American Arbitration Association, by a mutually acceptable arbitration organization in Tucson, AZ. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; however, neither party will unreasonably withhold consent in order to prevent a merger, acquisition, sale, or corporate reorganization, provided that service, products, and **simpleview** resources remain consistent with levels and personnel prior to a business event of this nature.

13. Conflict of Interest. Simpleview stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City of Chandler may cancel this contract within three (3) years after its execution without penalty or further obligation by the City of Chandler if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of the 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.

14. Immigration provisions and certification and other required language. The following language is required to be in all contracts for service by municipalities in Arizona: **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (Exhibit D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

IN WITNESS WHEREOF, the parties have hereto have executed this contract on:

CITY OF CHANDLER:

By: _____
MAYOR/AUTHORIZED STAFF Date

simpleviewinc

By: Scott Meredith
Signature

Print Name: Scott Meredith
Title CFO

APPROVE AS TO FORM:

City Attorney by: _____

ATTEST:

City Clerk

SEAL _____

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

IN WITNESS WHEREOF, the parties have hereto have executed this contract on:

CITY OF CHANDLER:

Simpleview, Inc

By: _____
MAYOR/AUTHORIZED STAFF Date

By: _____
Signature

Print Name: _____
Title _____

APPROVE AS TO FORM:

City Attorney by: *[Signature]*

ATTEST:

City Clerk

SEAL

EXHIBIT A
simpleview SERVICES

<u>Core Applications / Services – Updates & Upgrades for Existing Solutions</u> <u>See Web Appendix for examples</u>	<u>New</u>	<u>Update</u>
Navigation and Content Management Tool – Version 2.5	\$8,500	
Listings Application (includes CRM integration)		\$6,000
Rebuild Web Forms in NEW CRM Form Builder(includes captcha)		\$6,500
Content Migration / Recreation		\$4,000
Search & Advanced Site Search		\$2,500
Event Calendar (new version w/ interface/design updates)		\$5,000
Weather Widget		\$1,000
Header Slideshow Module		\$1,000
Virtual Visitor Guide		\$1,000
Google Maps Integration		\$5,300
Video Photo Tour (new version)		\$4,500
Add This Button	\$2,500	
Like Button	\$1,000	
Press/PR	Included	
Landing Page Application	Included	
CMS Media Library	Included	
Meta Tag Module	Included	
Survey Module – Surveys Can Be accomplished via CMS	Included	
Site Transition Program – 301 Redirects, etc.	\$2,500	
Google Analytics Installation	Included	
Sub Totals	\$11,000	\$36,800
Website Project Management, Administration, and Staff Training (15% of subtotal)	\$1,650	\$5,520
Sub Totals with PM fee:	\$12,650	\$42,320
Core Application Total:	\$54,970	

EXHIBIT C
FEE SCHEDULE

- I. **\$54,970.00** for the Core Requirements listed in Exhibit A;
 - i. Payment terms for the above are as follows; \$27,485.00 due upon approval of design, and \$27,485.00 due upon launch of the live site.
 - ii. As of July 1, 2012, our hourly fee for routine fixes and maintenance of the Web Site is \$100 per hour. Upon launch of the live site, the client will have thirty (30) days to review the site and provide a written change list to **simpleview** for minor modifications within the scope of the original proposal. Any modifications requested after the 30 day period will be billed against the existing simpleSupport plan.

EXHIBIT D

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____