



City of Sedona

REQUEST FOR PROPOSALS

UPTOWN MULTI-SPACE PARKING PAY STATIONS

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Overview/Project Introduction

I. Background and City Info

The City of Sedona has a population of about 10,000 people, with an average citizen age of 50. Sedona's economy relies heavily on tourism, boasting 1.5 million tourists every year. Our average visitor is in their mid-50's. Common activities for those fond of Sedona often include hiking, biking, shopping, jeep tours, enjoying meals with a backdrop of the beautiful red rocks. Located in northern Arizona, with interesting wildlife and an elevation of approximately 4,000 feet, Sedona has a unique geography and a wide range of temperature changes throughout the year. The City is almost 19 square miles, about half of which is Coconino National Forest.

This section is not simply meant to introduce or market our city, but to inspire creativity and innovation in the vendors who seek our business. As will be mentioned in the discussion of parking pay station/kiosk aesthetics, the City would like any additions to city streets and property to be as well received as possible by both our residents and our visitors by keeping up with the high standards of design already present. This may include improvements in everything from new types of technology, to the color, shapes, or replica themes of kiosks, or other creative ideas that blend functionality with the character of the City.



To see more photos, or to read more about the character of the city, please visit our City's Website:

<http://www.sedonaaz.gov/visitors/about-sedona/>

Or our Chamber of Commerce website:

<http://www.sedonachamber.com>

II. Purpose

The City of Sedona currently manages about 500 parking spaces in its Uptown area. 101 of these are on-street parking spaces on Sedona’s main street, State Route 89A, in Uptown.

The City is looking to convert these 101, on-street, currently free parking spaces, to pay-to-park using multi-space pay stations/paid parking kiosks. The City is seeking a turn-key solution to include equipment, installation, software, training, warranty and support. Considerations include durability of equipment in hot summer and cold winter temperatures, ease of enforcement of the parking pay system, aesthetics/sizing of the kiosks, and user-friendliness for both the City staff and the parking customer.

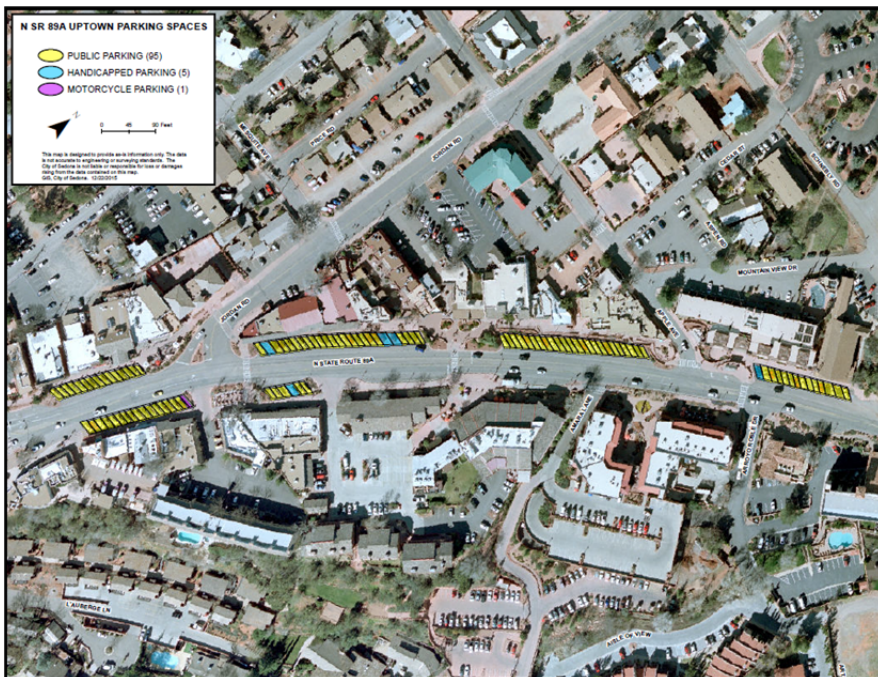
Multi-space parking pay stations must have a bill and coin acceptor as well as a credit card reader. The system must have the ability to be managed and monitored remotely by City staff, and be capable of operating in a Pay-by-Space or Pay-by-License Plate mode. The vendor will also be expected to provide a user-friendly and welcoming signage plan to alert visitors of the kiosks and the need to pay to park.

As part of this proposal, the respondent must be willing to provide temporary demonstrator equipment, at no cost, for customer evaluation, input, and satisfaction.

Scope of Work

Vendors will be responsible for delivery, installation, set-up, testing, and training of staff regarding this equipment.

III. Area to Be Managed



Main Street on-street parking that the City will be converting from free to paid is depicted in the photo (to the left). No other city managed parking is to be converted at this time.

IV. Pay Station Specifications (Physical)

1. Power:

Meters must be solar powered, have a multi-year battery life, and use wireless communication technology (discussed further in next section). The pay station must operate on battery power with a solar recharging system for the battery. Vendor will install secured solar panels which will resist vandalism or theft.

2. Aesthetics

a. Size and Number of Units

Preferably, kiosks will be slim or compact in size to fit within the City's existing street "look" and to maintain accessibility around, and to, the machines for all users. A map of the area is included in this RFP and vendors should propose to the City how many units are optimal for the size and area. The City seeks to strike a balance between convenience for visitors in accessing the pay stations, cost effectiveness in the number of units purchased, and aesthetics in placing kiosk units throughout our Main Street. More than one option may also be proposed.

b. Adaptability/Creativity

Preferably (and especially if kiosks are not considered compact), kiosk outer shells should be customized by vendor or customizable by city staff to fit well with the emphasis that the city places on aesthetics in everything else city managed (i.e. sidewalk and street sign colors, commercial business size and color requirements, etc.) Because the City's economy heavily relies on tourism, it is important that the kiosks installed do not conflict or "clash" with the theme, or perceived small town character, of the city. Vendor creativity is encouraged.

3. Parts

The City would like proposed machines to be easily maintained by the City's designated employee(s); a system of "plug-and-play" for major components allowing for the removal and replacement without the use of tools is preferable. The City's expectation is that the machines have interchangeable parts that can be quickly changed out to keep the machine up and running with limited down time. Basic interchangeable parts should include card readers, modems, coin boxes, paper, printers, screens, batteries, and other parts as needed.

4. Payment Methods

Please describe how the equipment supports various payment options. These must at least include the following U.S. coins and bills, credit cards, an option of paying for parking with cell phone, including the ability to allow for adding time to the existing time purchased.

Please describe Pay-by-Phone partnerships, convenience, and benefits. Preferably, if payment was made through a cell phone, the system should be able to notify the consumer by cell phone prior to the expiration of the parking time and/or extend that time. The CC reader must accept and process all major credit cards.

Parking equipment must meet the Payment Card Industry (PCI) Compliance standards as Service Provider and Payment Application Data Security Standards (PA-DSS) for all hardware and software proposed. The provision of voluntary security scan reports and self-questionnaires as proof of compliance will not be acceptable. More details on these standards may be found at www.pcisecuritystandards.org.

5. Receipt Paper

The receipt paper must have the capability to be pre-printed with customized messages on the back and logo watermarks on the front of the receipt.

6. Additional Options

As mentioned, vendor creativity and innovation is encouraged. This includes new technologies and features that may or may not have been explicitly requested within this RFP.

7. Space Sensor Integration (Optional)

The City of Sedona may have an interest in utilizing in-ground space sensors or camera technology that is wirelessly connected to the internet to deliver real-time information such as: the reporting of physical occupancy versus paid occupancy by area and time of day or the opportunity for proactive enforcement for situations when a car has parked and payment has not been made. Please describe the availability of this and other new technologies that may benefit our city's new parking management approach.

V. Pay Station Specifications (Software & Operations)

8. Communication

Proposals should describe pay station communications, if there is any external hardware required, and what software is required for management access to the system. This includes clearly defining all required networking components, all supported network communication methods, the recommended communication methods, and all required components of both recommended and supported communication methods as: Provided in the base cost, provided at an additional cost, or to be provided by the City of Sedona.

Submission should also provide sample network diagrams identifying required and optional communication components.

All quoted communication options must be backed with a reference of a proven existing field installation where the communication method has been shown to be reliable.

- a. Remote Management: Proposals must include remote management options of machines including programming and re-programming of payment structures, reporting of transactions and violations to City enforcement employees, etc. Data security should be addressed.
- b. Notifications: Please include descriptions of alarm and notification features and capabilities in cases of machine malfunction, vandalism, or theft.

9. Enforcement Features

The City of Sedona would like the proposal to describe the abilities of machines to aid enforcement officers both remotely and at the pay stations/kiosks. Some examples of these features include (but are not limited to): Generating parking violation notices, and generating reports remotely or printed from the kiosk with expiration times for each metered space, expired stall reports, counts of open metered spaces, etc.

10. Operations and Rates

As mentioned, parking kiosks must be easily programmable remotely by City staff, and should be capable of special programming for holidays, special events, or other rate changes via a web-based management system that will not require City staff to interface with the meters to accomplish such a change.

Other rate changes/capabilities should include:

- Pre-Paying (prior to enforcement hours) - Allowing motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However,

metered time would only begin at the beginning of enforcement hours. For example, a (max two hour) meter can be fully paid prior to the beginning of enforcement at 9AM. In such an example, the motorist could arrive and pay at 8AM, but metered time would only begin at 9AM and still expire at 11AM.

- Multiple Rates – Variable rates throughout a single day.
- Ability to offer first 15 minutes, or other specified time frame, free of charge as a welcoming gesture.
- Preferably, pay stations would be able to display rates and instructions in multiple languages.

11. Accounting and Reporting

Proposals should describe the software to manage back office data, accounting, and reporting including its security features (demonstrate adequate security of data), ease of use and accessibility for City staff. The vendor shall provide “help desk” support and provide a variety of reporting tools to evaluate the City’s parking program over time.

The proposer should provide in their submissions samples of all reports to allow for evaluation of reporting features and auditing details. This should include both reports available from the machine printer and those available via the back office software or web (both “current” and historical reports).

12. Future Capabilities

In accordance with the city’s appreciation for new technology, the identification of features that will be available after the equipment is deployed including possible hardware and software upgrades/updates would be appreciated.

VI. Further City Expectations

1. Training and Support

Submissions should explain the scope of training that would be provided to the City’s personnel regarding: programming, reporting, accounting, installation and maintenance of machines, as part of the initial contract and ongoing refresher sessions as needed. The vendor shall provide the City with a training and maintenance “tool kit” which provides step-by-step instructions on minor maintenance and repairs. This should include (but is not limited to): training on an individual location basis or in a group setting as approved by the City of Sedona along with any additional training if needed or as requested throughout the length of the contract. The training program for technicians and staff must include the assurance of gaining proficiency in, at a minimum, all of the following areas:

1. Installation, startup, and maintenance of the pay stations;
2. Coin and bill collection;
3. The programming of rates, valid parking times, etc., through the management software;
4. General upkeep, maintenance, and replacement of the equipment and replaceable parts;
5. Data collection, re: monitoring machine performance, financial data, field data, auditing, etc.

In sum, proposals should include an outline of the training content and provide a training schedule for software, hardware, and periodic refresher trainings (continuing education).

a. Training Materials to be Provided

Fives hard copies and two electronic copies of the operating manual in English are to be provided to, and become the permanent property of, the City.

b. After Sales Support

Proposals should provide the City with access to 24/7 telephone support, outline the remote troubleshooting capabilities of that support, and discuss what support options (if any) are made available with regard to online knowledge databases.

2. Warranty and Extended Maintenance

The vendor shall include a minimum of a one-year initial warranty on parts and materials, labor and incidentals, from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost.

Extended warranty options must be made available and outlined within vendor's submission. This includes pricing for the City's option to purchase additional years of extended on-site maintenance, software support, and updates which will be applicable after the expiration of the initial warranty.

A summary of the company's standard maintenance agreement shall be included in the submittal package. The selected vendor shall provide a full copy of the agreement as part of the contract negotiation process. Such agreements shall be subject to City review, modification, and acceptance. The vendor shall provide the City with printed copies of the hardware and software documentation, manuals, and parts price list with system delivery.

3. Pricing

Vendors shall provide a full cost estimate for services including, but not limited to: per unit cost estimate, monthly charges for wireless data service, installation, transaction costs, back office support, testing, training, maintenance fees, warranties, and extended warranty options.

Proposals ought to identify, itemize, and price, every component or sub-system required for pay stations to perform satisfactorily as a fully functioning system. Any software, hardware, cabling, communications connections, printer, paper, batteries, ribbons, lubricants, adapters or other items required for proper operation as a working network of machines must be offered during submittal. Proposer should identify and price any components that are recommended as "spare" or stocking repair parts or supplies to provide timely repairs for broken equipment. Proposer must identify an authorized provider for installation, repairs, service, and warranty.

The City of Sedona would also like to see submissions provide a five (5) year cost projection of any on-going (monthly/annual) costs associated with back office support and any transaction fees which the City may incur. This includes specifying whether the transaction fees are charged at a flat per-transaction fee rate or if another fee structure will be utilized.

4. Subcontractors

Proposers must identify any subcontractors or third-parties that will be involved in the implementation or support of the system.

5. Scalability

Proposers should also explain how they will address expanding the system to accommodating additional paid parking spaces in the future if that is necessary.

Submittal Requirements

VII. Format

Twelve (12) copies of the respondents sealed proposal, and one (1) electronic copy, will be received by the City until 4:00 p.m., PST on July 14, 2016 at the Public Works Office, Attn: Stephen Craver, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336. The outside of the envelope must bear the notation:

**UPTOWN MULTI-SPACE PARKING PAY STATIONS
JULY 14, 2016, 4:00 P.M.**

The respondent's proposal must contain, but is not limited to the following information:

1. Completed qualification form submitted on Exhibit A: PROPOSAL FORM.
2. A summary of the respondents experience with projects similar to the types of work stated in this Request for Proposals, submitted on Exhibit B, RESPONDENT'S EXPERIENCE STATEMENT.
3. Completed Past Performance Questionnaire, sent separately by at least three (3) references, submitted on Exhibit C.
4. Proposals that follow the format outlined below.

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 12 pages maximum, 8 ½ x 11 inches, single sided, 12-point font minimum. All pages count towards the page total except the cover, introductory letter, resumes, reference letters, exhibits A-C, and organizational chart (if included). The proposal shall be submitted in the format outlined below.

1. **Letter of Introduction.** Describe your firm's areas of expertise and other information that helps to characterize the firm. Describe your overall understanding of the project. Provide the name, title, address, and telephone number of the primary contact.
2. **Functionality.** Demonstrated capability of desired features, new and innovative features, system capabilities, user-friendly operations, demonstrated reliability, ability to respond to unexpected as well as regularly scheduled requests for services with minimal delay, and long-term performance
3. **Service and Support.** Level of professional services, installation, and support, testing, training program, warranty terms, security management, and ability/willingness to respond to unexpected as well as regularly scheduled requests for information and services with minimal delay
4. **Company's Experience.** Describe the company's overall experience including number of installations in comparable cities and proven reliability of those installations. Include a list of similar projects listing the Owner, the Owner's contact person, address and phone number. Identify the primary contact who will be responsible for this project. List the individual's relevant experience and similar work including references. Describe the project team including name and office location of key personnel including subcontractors. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience. List key projects the project team has worked together on in the past 5 years.
5. **Price.**
6. **Proposed implementation schedule.**
7. **Other.** Relevant information the consultant wishes to include that is not listed above.
8. **Appendices.** Resumes, reference letters, exhibits A-C, and organizational chart (if included)

Selection Process

VIII. Evaluation Criteria

Vendors are encouraged to identify additional evaluation factors as part of their proposals to demonstrate their experience and unique approach to providing the City with the best parking pay station options. At a minimum, vendors must demonstrate competence and qualifications related to the services performed and will be selected for demonstrations based upon the evaluation point system detailed below.

CATEGORY	POINTS
Functionality	25
Service and Support	25
Experience and References*	10
Price**	20
Responsiveness***	20

*Scoring of this section includes submission of three references on Exhibit C

** This includes both inclusivity and thoroughness of pricing schedules within proposals and competitive pricing between all proposals received

***Submission's overall organization and completeness, compliance with City's listed RFP expectations, and close attention to detail. This includes compliance with city's expectations for creativity and innovative thinking regarding the kiosk physical and electronic features

1. Demonstrations

It is the City's intent, after the proposal evaluation process, to invite 2 to 3 vendors to provide demonstration of the suitability of their products for the project. The demonstration will be reviewed by a panel comprised of members from the City and community members. Demonstration times will be selected randomly; if selected for a demonstration, you will need to work within the times provided, as the demonstration day will not be rescheduled. If you cannot make the demonstration day, it may result in disqualification from further consideration. Final ranking of firms will be based 50% off of initial proposal and 50% off of demonstrations.

Generally, the City will award a contract to the lowest responsible bidder on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above, and the demonstrated willingness to execute an acceptable written contract. All proposals that are received by the deadline will be evaluated, however, the City also reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from vendors.

IX. Tentative Schedule

Date	Task
June 7, 2016	RFP Advertisement
June 29, 2016	Non-mandatory Pre-Submittal Conference, 1:30 PM, Vultee Conference Room*
July 14, 2016	Deadline for submissions 4 p.m. PST
July 28, 2016	Committee finalizes review of Proposals
August 18, 2016	Demonstrations and reference checks, select most responsive firm
September 8, 2016	Final scope and proposal due from selected firm
September 27, 2016	City Council award of contract

*For respondents wishing to attend the conference remotely, please inquire for a call-in number

X. Disclaimers

While it is Sedona’s intent to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

1. Limits of Liability

The City reserves the right to request additional information from firms regarding their proposals. Proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification.

The City of Sedona assumes no liability for costs incurred by proponents in responding to this RFP, interviews, or requests for additional information prior to issuance of a contract.

Responses to this RFP become the exclusive property of Sedona. All responses become a matter of public record and shall be regarded as such with the exemption of those elements clearly defined by vendors as business or trade secrets.

The City reserves the right to reject all proposals and cancel the project at any time. The city also reserves the right to increase or decrease the number of units purchased from the selected vendor.

2. Possible Vendor Disqualifications

Responses may be rejected if a vendor fails to perform any of the following:

1. Adhere to one or more of the provisions established in this Request for Proposals
2. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposals
3. Submit a response on or before the deadline and complete all required forms
4. To fulfill a request for a product demonstration
5. To respond in a timely manner to a written request for additional information

XI. Questions?

Any and all explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals or any part thereof must be requested in writing and directed to:

- Karen Daines, Assistant City Manager at kdaines@sedonaaz.gov
- Stephen Craver, Engineering Supervisor at scraver@sedonaaz.gov

**EXHIBIT A
PROPOSAL FORM**

In response to the Request for Proposals, the undersigned respondent hereby proposes to furnish labor, material, travel, professional services, permits, supervision, equipment and equipment rental and all related expenses, and to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for the prices specified by the respondent for:

UPTOWN MULTI-SPACE PARKING PAY STATIONS

Respondent certifies that he/she has examined and is fully familiar with all of the provision of the Request for Proposals and any addendum thereto; that he/she is submitting a proposal in strict accordance with the Submittal Requirements; and that he/she has carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that he/she has examined the RFP documents thoroughly, studied and carefully correlated respondent's observations with the RFP documents and all other matters which can in any way affect the work or the cost thereof.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the respondent for sixty (60) calendar days from the date of actual opening of proposals. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Attached is the Respondent's Experience Statement (Exhibit B) which has been completed by respondent and made a part of this proposal.

Respondent also acknowledges receipt of the following addendum to the RFP which addendum have been considered by respondent in submitting this proposal (if none, state "NONE"):

Addendum No. 1 _____

Addendum No. 2 _____

RESPONDENT'S BUSINESS NAME (type or print)

By: _____
(signature in ink)

Date: _____

Name: _____

Title: _____

RESPONDENT'S BUSINESS ADDRESS/PHONE/FAX/E-MAIL

_____ (PH)

_____ (FAX)

_____ (EMAIL)

**EXHIBIT B
RESPONDENT'S EXPERIENCE STATEMENT**

The respondent submits as a part of its proposal, the following information as to its experience and qualifications:

- a. The respondent has been engaged in this business under its present name for _____ years.
- b. Experience in work of a nature similar in type and magnitude to that set forth in the RFP extends over a period of _____ years.
- c. The respondent has satisfactorily completed all contracts awarded to it, except as follows:
(name any and all exceptions and reasons therefore)

- d. List all work completed within the last ten (10) years of similar type and magnitude as set forth in this RFP. Please include a sheet with all contact information and details of the project on a separate sheet.

OWNER	YEAR	TYPE OF WORK	CONTRACT AMOUNT

I certify that the above information is true and correct to the best of my knowledge.

Signed this _____ day of _____, _____ at _____
(date) (month) (year) (city, state)

NAME OF RESPONDENT: _____

(title)

**EXHIBIT D
PAST PERFORMANCE QUESTIONNAIRE**

To: _____
Printed Name of Evaluator

Phone: _____

Email: _____

Subject: Past Performance Survey of: _____
Name of Company Being Evaluated

Name of Key Personnel Being Evaluated

The City of Sedona collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above is requesting reference for a past project they have completed. It would greatly be appreciated if you could take a few moments to complete the survey and return it to the City of Sedona.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: _____ Date Project Completed: _____

Project Name: _____

No.	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Functionality of the products provided	(1-10)	
5	Level of services and support provided after product implementation	(1-10)	
6	Comfort level in hiring the firm / individual again	(1-10)	

Signature of Evaluator

Date

Thank you for your time and effort in assisting the City of Sedona in this important endeavor.

Please email or mail the completed survey by 4:00 PM on July 14, 2016 to:

[iCraver@SedonaAZ.gov](mailto:SCraver@SedonaAZ.gov) or

**Attn: Stephen Craver
City of Sedona, Public Works
102 Roadrunner Drive
Sedona, AZ 86336**

SAMPLE
CONTRACT FOR PROFESSIONAL SERVICES
FOR THE CITY OF SEDONA

This contract is made and entered into on this ____ day of _____, 20____, by and between the City of Sedona ("CITY") and _____ ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$_____. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not

contain the particular term or provision,

6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.

11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the

parties hereto, shall be assigned by either party without the written consent of the other.

12. **TERMINATION.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. **VENUE.** This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. **NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. **ENTIRE AGREEMENT.** This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).

18. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**

CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that

CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT 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.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the

amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: _____

24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____

Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of
CONSULTANT

EXHIBIT/S

Exhibit A

- Scope of Work and Associated Costs

Exhibit B

- Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation.