



**REQUEST FOR PROPOSALS**  
**FOR**  
**CITY OF SEDONA**  
**WASTEWATER DEPARTMENT**

**GOPHER CONTROL SERVICES CONTRACT**  
**JULY 2020**

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**REQUEST FOR PROPOSALS**  
**City of Sedona**  
**Wastewater Department**

Sealed proposals for the **Gopher Control Services Contract** will be received by the Wastewater Department, located at 7500 W. SR89A, Sedona, Arizona, until **2:00 P.M. local time, July 28, 2020.**

**PROJECT: Gopher Control Services Contract**

**DESCRIPTION:** The City of Sedona, Arizona is inviting qualified firms to submit information in response to this Request for Proposals (RFP) regarding services for Gopher Control Services Contract for the City. The Scope of work includes gopher control strategies involving the use of poisonous gas injected into the gopher burrows.

**BACKGROUND:** The Sedona Wastewater Reclamation Plant (WWRP) is comprised of 400 acres of land surround by National Forest Service. The City is seeking recurrent gopher control services for one (1) earthen dam, which is comprised of 3 basins and holds over 70 million gallons of water and 27 acres of wetlands, comprised of 6 ponds. The preferred method of gopher control is injecting poisonous gas into the gopher burrows. Bombing will not be allowed, as it has the potential to damage the berms holding reclaimed water.

**CONTRACT TERM:** The Contract term shall be for one (1) year, with up to two additional 1-year renewals upon agreement of the parties.

**RFP PROCEDURE:** Requests for Proposals (and any associated addenda) may be downloaded from the City of Sedona's website at <http://www.sedonaaz.gov/business/doing-business/bids-and-rfps>. Service Providers are required to acknowledge all issued addendums with their proposal. Addendums will be issued via web posting no later than 5:00 PM, local time, on July 22, 2020. It is the responsibility of service providers to include acknowledgment of all issued addenda with their proposal. The City retains the right to reject any proposal which does not include acknowledgement of all issued addenda.

RFP's should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc. are not necessary. Emphasis should be placed on completeness, clarity, and should be straight forward.

Proposals must be enclosed in a sealed envelope addressed to:

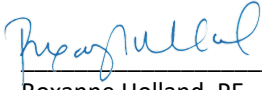
**HAND DELIVERED:** City of Sedona Wastewater Department  
7500 W. SR 89A  
Sedona, AZ 86336

**U.S. MAIL:** City of Sedona Wastewater Department  
102 Roadrunner Drive  
Sedona, AZ 86336

**AND MARKED:** Proposal for Gopher Control Services Contract  
**AND RECEIVED:** **At the Wastewater Department, office until 2:00 P.M. local time, July 28, 2020** (as determined by reference to [www.time.gov](http://www.time.gov) ref Arizona area)

The City of Sedona, Arizona reserves the right to reject any or all Proposals, to waive or not to waive any informalities, or irregularities in the Proposals received, and to accept one or more Proposals which in its judgment best serves the interests of the City.

All questions should be directed in writing to Roxanne Holland, Director of Wastewater, 102 Roadrunner Drive, Sedona, Arizona 86336, or email [RHolland@sedonaaz.gov](mailto:RHolland@sedonaaz.gov).

BY:   
\_\_\_\_\_  
Roxanne Holland, PE  
Director of Wastewater

## INSTRUCTIONS TO PROPOSERS

1. Consultants must submit total of (1) one original hard copy of their RFP. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.
2. The RFQ must be organized in accordance with this section. The RFQ may not exceed 6 pages (with the exception of the Appendix containing Key Staff & Team Resumes), font size should be 11 point or larger. RFQ's exceeding the specified number of pages may be considered non-responsive, and the RFQ may not be considered.
3. RFP's should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc. are not necessary. Emphasis should be placed on completeness, clarity, and should be straight forward. Each proposal shall contain the Proposal Form provided, to the locations specified in this request, at or prior to the date and time specified. Mailing and location address must be provided.
4. Proposals shall include at least three references similar in project type and size.
5. Proposal prices shall be submitted on the Proposal Form provided and shall be considered to have included all local, state, and federal taxes, and no additional allowance will be allowed for such. All sections of the form must be completed. If information does not apply, state "not applicable". The Scope of Work to be accomplished for the proposal is described in the Scope of Work to these instructions.
6. The provided Proposer's Affidavit form must be notarized and provided in the proposal.
7. No Proposer may withdraw his proposal for forty-five (45) day after the proposal due date or before the Award and execution of the Contract unless the Award is delayed for a period exceeding forty-five (45) days. The Award of the Contract to one party does not constitute a waiver of this condition.
8. If a successful proposer fails to deliver to the City of Sedona all items, training and services, as proposed and awarded, within the time frames specified to the satisfaction of the City, the proposer may be deemed non-performing, and the proposal deposit or bond for the non-performing proposer shall be forfeited to the City.
9. Each proposer acknowledges and agrees award of the contract shall require issuance of a Letter of Award by the City to the successful proposer. The City reserves the right to award the Base Proposal only, or the Base Proposal plus the Additive Alternate Proposal, or to reject all proposals, at its sole discretion.
10. In evaluating proposals, the City will consider the qualifications of Proposers; whether or not the proposals comply with the prescribed requirements; and the lump sum and unit prices, if requested in the Proposal Form. The City also reserves the right, but is not obligated, to take in to account added value proposals.
11. The City may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Request for Proposals. The City reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the City's satisfaction.
12. Modification of a Proposal already received will be considered only if the modification is received prior to the time established for receiving Proposals. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal. The communication should not reveal the Proposal Price, but should provide the addition or subtraction or other modifications so that the final price or terms will not be shown until the sealed Proposals are opened.

13. Each proposal shall state its Arizona State Contractor's License number and category in the proposal.

**REQUEST FOR PROPOSALS SCHEDULE:**

<b>Action</b>	<b>Date</b>	<b>Time</b>
Solicitation Advertisement – Red Rock News	1 <sup>st</sup> – July 10, 2020 2 <sup>nd</sup> – July 17, 2020	N/A
Questions Due	July 20, 2020	5:00 PM
Response to Questions by City	July 22, 2020	2:00 PM
RFP Due	July 28, 2020	2:00 PM
Notice of Award (Estimate)	July 29, 2020	
Contract Start Date (Estimate)	August 3, 2020	
Contract Expiration/Contract Renewal Due	August 3, 2021	

## SCOPE OF WORK

### INTRODUCTION

The City of Sedona Wastewater Department is seeking Qualified Vendor(s) to perform gopher control maintenance including but not limited to:

1. Gopher control strategies must not include bombing or baiting. The gopher control method must use poisonous gas injected into gopher burrows.
2. Treated areas shall include (see Exhibit A):
  - The interior of reservoirs 1 – 3 beginning at the rock line, extending over the top of each reservoir (roadway surface) and extending to the bottom of the slope on the outside of each reservoir. The treated area shall also include the area from the bottom of the slope on the east side of the reservoirs, extending to the service road.
  - Wetlands basins 1-6 from the waterline to the base of the berm, with an additional 50 feet away from the base of the berm.
3. Treatment will typically occur two (2) times per year.
4. All labor and materials will be supplied by Contractor.
5. An erosion and sediment control plan also known as SWPPP and C.O.S. NOI permit will be provided by contractor prior to beginning work for all applicable projects.
6. All work performed will require inspections by the City of Sedona
7. Coordinate work schedule with Project Manager.
8. If changes in the scope of work are required, a change order shall be requested prior to performing work. The change shall describe the change in the work scope including deletions of work in the originally awarded scope. Compensation for the work will be by one of the following methods: (a) agreed lump sum (b) itemized list with compensation per unit (c) time and materials not to exceed (d) time and materials, the method of compensation shall be stated in the change order. This compensation shall be considered full compensation for the scope of change.
9. The City of Sedona reserves the right to request supporting documentation for billed amounts.
10. The Contractor shall be aware that other construction projects may be occurring simultaneously and work by others shall be accommodated.
11. The awarded contractor is responsible for all project safety, safety materials, and safety equipment.

## GENERAL PROVISIONS

- 1) **Minimum Qualifications:** Vendors shall have a minimum of three (3) years of qualified experience on the listed types of equipment. Vendors must be licensed and bonded. A list of three (3) references for each proposed Vendor must be included with the Proposal.
- 2) **Contractor's Performance**
  - a) All materials and workmanship provided to the City shall be of the highest industry standard. Materials purchased by the City through this contract shall be new and subject to inspection and approval by a City representative prior to delivery.
  - b) Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services.
  - c) The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by an individual designated by the City.
  - d) Prior to scheduling treatment, Contractor shall provide City with a written estimate of the number of hours and total estimated cost to complete each treatment.



## PROPOSAL FORM

### PROPOSAL TABULATION

**Services:** Pricing shall include all labor, material, overhead, fuel surcharges and taxes to perform the services as outlined in the Scope of Work.

DESCRIPTION	UNIT	UNIT COST
Poisonous gas injection	Hour	\$

Proposal prices submitted shall be considered to have included all local, state and federal taxes. The City shall incur no obligations regarding payment of any amount until the contract has been executed by both the City and the Proposer and the work has been performed, inspected and tested in place, and properly billed in accordance with the contract documents.

Proposals which appear, in the opinion of the City, to be unbalanced shall be considered unresponsive and subject to rejection.

**Company Name:** \_\_\_\_\_

**License #:** \_\_\_\_\_

**Complete and attach Proposer's Affidavit to proposal form.**

Proposers Mailing Address

Proposers Location

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
City, State, ZIP

**PROPOSER'S AFFIDAVIT**

The undersigned, as \_\_\_\_\_ (President, Officer of Corporation, Member of Firm) of the prospective proposer, hereby certifies that the foregoing information is, to the best of his/her knowledge and belief, true and accurate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Proposer, by his signature hereon, authorized the obtaining of reference information and hereby releases the party providing such information and the City of Sedona from any and all liability to Proposer as a result of such reference information being provided. Proposer further waives any right to receive copies if information so provided.

Corporate Seal Proposer  
(If Corporation)

BY: \_\_\_\_\_

Position: \_\_\_\_\_

(Must be President, Officer of Corporation or member of Partnership as applicable)

NOTARY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ for the \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FOR MAINTENANCE 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 \_\_\_\_\_ ("SERVICE PROVIDER").

1. *Maintenance Services.* The SERVICE PROVIDER agrees to perform certain services and maintenance for CITY, at the rates as set forth in Exhibit "A" (attached), **on an "as needed" or "on call" basis. This is not an exclusive contract, and the CITY may hire other providers. The contract term shall be for one (1) year, with two additional 1-year renewals upon mutual agreement of the parties, unless earlier terminated under paragraph 10 below.** The need for service may depend on weather conditions, system repairs, capital improvement schedules, or budget constraints. CITY agrees to pay the SERVICE PROVIDER as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A." If deemed necessary by CITY, the SERVICE PROVIDER and CITY will confer to further define specific tasks in the scope of work and expertise of the SERVICE PROVIDER, and estimate the amount of time to be spent on those tasks.
2. *Confidential Information.* Subject to Arizona's Public Records Law, correspondence, reports and other documentation of SERVICE PROVIDER'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 SERVICE PROVIDER'S task.
3. *Billing and Payment.* 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.
4. *Severability.* In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
5. *Certification.* SERVICE PROVIDER 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 unless SERVICE PROVIDER is incorporated under the laws of the State of Arizona. **SERVICE PROVIDER shall execute the required affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 [Exhibit B]**
6. *Compliance With Local Rules and Regulations.* It is contemplated that the work and services to be performed by SERVICE PROVIDER hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. *It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona*

*Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.*

7. *Indemnification.* To the fullest extent permitted by law, SERVICE PROVIDER 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 SERVICE PROVIDER, its officers, employees, agents or any tier of subcontractor in connection with SERVICE PROVIDER's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
8. *Insurance.* The SERVICE PROVIDER agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverage, as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. In some instances, the CITY may request to be named an additional insured on the SERVICE PROVIDER's policies.
  - a. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
  - b. 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.
  - c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the SERVICE PROVIDER'S owned, hired or non-owned automobiles assigned to or used in performance of the services.
  - d. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
9. *Non-Assignability.* Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
10. *Termination.* This contract shall terminate upon CITY providing SERVICE PROVIDER with seven (7) days advance written notice. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay SERVICE PROVIDER for all work previously authorized and performed prior to the date of termination. If, however, SERVICE PROVIDER has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. CITY shall owe no other payments, including any payment

for lost profit or business opportunity, and no penalty, to SERVICE PROVIDER in the event of termination upon notice.

11. *Venue.* The laws of the State of Arizona shall govern this contract, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona.
12. *Independent Contractor.* SERVICE PROVIDER is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by SERVICE PROVIDER to perform work under the terms of this contract shall be, and remain at all times, employees or agents of SERVICE PROVIDER for all purposes. SERVICE PROVIDER shall make no representation that it is the employee of CITY for any purpose.
13. *Performance Standards.* SERVICE PROVIDER shall perform the services in Exhibit A in a good and workmanlike manner and in conformity with the best standards of its industry. The CITY in its sole discretion may cancel this agreement if the SERVICE PROVIDER fails to meet the specifications for the materials and timely complete assigned tasks.
14. *Entire Agreement.* This contract, together with the attached Exhibit "A," is the entire agreement between SERVICE PROVIDER and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
15. *Non-Discrimination.* SERVICE PROVIDER, 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)).
16. ***Compliance With State and Federal Laws:***

SERVICE PROVIDER 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: SERVICE PROVIDER 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, SERVICE PROVIDER hereby warrants to CITY that SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER and any subcontractors to ensure compliance with Contractor's Immigration Warranty. SERVICE PROVIDER agrees to assist CITY in regard to any random verifications performed.
  - e. Neither SERVICE PROVIDER nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if SERVICE PROVIDER 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 SERVICE PROVIDER enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
17. *Dispute Resolution.* The parties 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 parties shall share the mediator's fee equally. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
18. *Delays.* SERVICE PROVIDER shall not be responsible for delays that are due to causes beyond SERVICE PROVIDER'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
19. *Attorneys' Fees and Costs.* Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
20. *Conflict of Interest.* From the date of this contract through the termination of its service to Sedona, SERVICE PROVIDER shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

21. *Notice.* Any notice or communication between SERVICE PROVIDER 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: Director of Wastewater  
102 Roadrunner Drive  
Sedona, AZ 86336

SERVICE PROVIDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. *Notice to Proceed.* Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

\_\_\_\_\_  
Director of Wastewater

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
SERVICE PROVIDER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EXHIBIT/S**

**Exhibit A**

- X **Scope of Work and Associated Costs**

**Exhibit B**

- X **Affidavit of Lawful Presence**



# Exhibit A

**Earthen Dam**

**Wetlands**

