



REQUEST FOR PROPOSALS

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

PROPOSAL DUE DATE AND TIME:

Tuesday, August 15, 2023, at 4:00 p.m., local Arizona time

SUBMIT PROPOSALS TO:

City of Sedona
Attn: Heidi Weber, Procurement Officer
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336
Phone: (928) 203-5040
Hours of Operation:
Monday – Thursday
7:30 a.m. to 5:00 p.m., local Arizona time

NOTICE OF REQUEST FOR PROPOSALS

City of Sedona
Procurement Office
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336

RFP No. 2023/24-001 **Project Management Services for the Selection and Implementation of an** **Enterprise Resource Planning (ERP) System**

Notice is hereby given that the City of Sedona, Arizona herein after referred to as (the “City”), will receive up to, but not later than 4:00 p.m., local Arizona time, on **Tuesday, August 15, 2023** (the “RFP Deadline”), sealed proposals from firms (herein after referred to “Contractor” or “Firm” or “Proposer”) who are interested in submitting proposals for **Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System** (the “Project”).

Request for Proposal (“RFP”) documents may be obtained by download from the City of Sedona’s website at <https://www.sedonaaz.gov/business/doing-business/bids-and-rfps>; email to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov; or calling the Procurement Office at (928) 203-5040.

Questions shall be submitted in writing to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov, no later than 4:00 p.m., local Arizona time, on **Friday, August 4, 2023**.

It is the City’s intention to make a single award with a contract term commencing on **October 25, 2023**, and terminating on **October 24, 2026**, or at such time as the work in the Scope of Work is completed, whichever occurs first.

Each firm’s response shall be made on forms furnished in the RFP and submitted no later than the RFP Deadline. Proposals must be clearly marked as **Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, RFP No. 2023/24-001** and be enclosed in a **sealed** package addressed to:

City of Sedona
Procurement Office
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336
Attn: Heidi Weber, Procurement Officer

The Successful Proposer will be selected based on the best value and responsive Proposal provided to the City. Proposals are firm for a period of ninety (90) calendar days to allow the City adequate time to review proposals and approve a firm.

Issue Date: Friday, July 21, 2023

RFP Deadline: Tuesday, August 15, 2023, at 4:00 p.m., local Arizona time

Cherie R. White, Director of Financial Services

City of Sedona
Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System
RFP No. 2023/24-001

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CITY OF SEDONA

INTRODUCTION TO RFP

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

1. Purpose

The purpose of this RFP is to provide interested parties sufficient information to enable them to submit written proposals.

The City of Sedona is soliciting offers from qualified firms for the provision of project management services for the selection and implementation of an enterprise resource planning (ERP) software system.

This RFP is not a contractual offer nor a commitment to purchase services. Contents of this RFP and Proposer's Proposals will be used for establishment of final contractual obligations. It is to be understood that this RFP and the Proposer's Proposal may be attached or included by reference in an agreement between the City and the Successful Proposer.

It is the City's intention to make a single award with a contract term that will commence on **October 25, 2023**, and terminate on **October 24, 2026**, or at such time as the work in the Scope of Work is completed, whichever occurs first.

2. City Background

The City of Sedona, Arizona was established in 1902 and, under Arizona Revised Statutes, was incorporated as a city in 1988. Encompassing an area of approximately 19 square miles, half of which is under the jurisdiction of the United States Forest Service, Sedona is one of Arizona's premier tourism, recreation, resort, retirement, and art centers, all of which contribute to the City's economic base.

As of 2022, the City provides a full range of municipal services, including police protection, wastewater services, construction and maintenance of streets, recreational and cultural events, planning and zoning services, and general administrative services to an estimated 9,614 residents. Additionally, the City offers community facilities, including a swimming pool and six parks, and has begun designing a public transit system.

Water service and refuse collection are private, the library is a non-profit organization, with some contract funding from the City, and fire service is provided by a special district.

Sedona's primary government includes three (3) blended component units: the Sedona Wastewater Municipal Property Corporation and two (2) community facilities districts.

The City has approximately 182 employees, with its administrative offices being located at 102 Roadrunner Drive, Sedona, Arizona 86336, which are open to the public Monday through Thursday from 7:30 a.m. to 5:00 p.m., or by appointment from 7:00 a.m. to 6:00 p.m., local Arizona time.

Sedona is a part of two (2) counties (Coconino and Yavapai) and does not levy property taxes. Currently, the City’s major sources of revenue include, but are not limited to, local sales tax revenues, state shared revenues, and wastewater fees.

The City’s existing bonds outstanding will be paid off July 1, 2042; however, the City is considering issuance of debt for the new public transit system, as well as a parking garage in the Uptown area.

Sedona is under a voter-approved alternative expenditure limitation that was most recently extended in August 2022. The total fiscal year 2023-24 budget is \$85.8 million. As of June 30, 2022, the total net assets of the City are \$169.1 million. Net assets of the City’s governmental activities are \$73.7 million, and net assets of the City’s business-type activities are \$95.5 million.

More detailed information on the City and its finances, including the prior year audited financial statements, may be found in the Budget and Audit section of the Financial Services Department webpage at: <https://www.sedonaaz.gov/your-government/departments/financial-services>.

3. Proposal Schedule

Activity	Date
RFP Issued	Friday, July 21, 2023
Questions Due	Friday, August 4, 2023, at 4:00 p.m.
Addendum Issuance	Tuesday, August 8, 2023
Proposals Due	Tuesday, August 15, 2023, at 4:00 p.m.
Proposal Evaluation Period	August 22, 2023, through September 19, 2023
Interviews	Tuesday, September 26, 2023
Estimated City Council Approval	Tuesday, October 24, 2023

4. Checklist of Submittals with Proposal

Provided below for each Proposer’s convenience, is a checklist of Submittals with Proposal.

	Section	Description
<input type="checkbox"/>	1	Letter of Introduction
<input type="checkbox"/>	2	Project Manager’s Experience
<input type="checkbox"/>	3	Key Personnel
<input type="checkbox"/>	4	Proposer’s Qualifications and Experience
<input type="checkbox"/>	5	Project Understanding and Approach
<input type="checkbox"/>	6	Examples of Similar Work
<input type="checkbox"/>	7	Resumes of Key Personnel

<input type="checkbox"/>	8	Other Relevant Information Proposer Wishes to Include
<input type="checkbox"/>	9	Appendix C-1 - Proposal Form
<input type="checkbox"/>	10	Appendix C-2 - Exceptions to Contract Documents
<input type="checkbox"/>	11	Appendix C-3 - Price Proposal
<input type="checkbox"/>	12	Appendix C-4 - Past Performance Questionnaire

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CITY OF SEDONA

INSTRUCTIONS AND CONDITIONS

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

1. DEFINITIONS

The City of Sedona herein after referred to as “City” as used in these RFP documents shall be construed as to include the City Council, all employees, officers, and agents of the City. The “Contractor/Firm/Proposer” is named as such in the RFP/contract documents and is referred to in generic terms as if the Contractor/Firm/Proposer were of singular number and masculine or feminine gender.

2. RFP TRANSPARENCY

Beginning on the date this RFP is issued and continuing until either the date a contract is awarded or this RFP is withdrawn by the City, all persons or entities who respond or intend to respond to this RFP, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, “firm”), shall only discuss matters associated with this RFP with the City’s Procurement Officer and shall not have any direct or indirect contact about this RFP with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFP.

3. PREPARATION OF PROPOSALS; RFP DEADLINE

The City invites proposals on the attached forms to be submitted no later than 4:00 p.m., local Arizona time, on **Tuesday, August 15, 2023** (the “RFP Deadline”). All blanks in the RFP Forms must be appropriately filled. All proposals shall be enclosed in a sealed package, plainly marked with the name and address of the proposer and the words **“PROPOSAL RESPONDING TO RFP NO. 2023/24-001, PROJECT MANAGEMENT SERVICES FOR THE SELECTION AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM. – DO NOT OPEN UNTIL TUESDAY, AUGUST 15, 2023.”** It is the sole responsibility of the proposer to ensure that the proposal is received at the location indicated in the Notice of Request for Proposals, no later than the date and time specified. The City’s walk-in hours of operation are Monday through Thursday, 7:30 a.m. to 5:00 p.m., local Arizona time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened and will not be considered.

Proposals must be submitted in permanent ink or be typewritten. Both unit price and extension (where applicable) for all line items must be shown where required in the Appendix C-3 – Price Proposal form. Signature on proposals must be in permanent ink to be considered acceptable. Propose on each

item separately. Prices should be stated in units specified herein. All costs associated with preparing a proposal will be borne by the proposer and cannot be passed on to the City.

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. For ease of review, it is recommended that proposals follow the outline provided below in “SUBMITTALS WITH PROPOSAL”.

E-mailed and faxed proposals will not be accepted, will be deemed non-responsive, and will be returned to the Proposer.

4. SUBMITTAL REQUIREMENTS

One (1) binder, complete with all original copies of the Proposal, and one (1) USB flash drive copy containing the complete Proposal in PDF format, will be received by the City at the location indicated in the Notice of Request for Proposals, no later than the RFP Deadline.

It is the responsibility of all Proposers to examine this RFP carefully, understand the terms and conditions for providing the services required in this RFP and seek clarification in writing of any item or requirement that may be unclear. Submission of a proposal indicates acceptance of the Proposer of the terms and conditions contained in this RFP, unless specifically noted in Appendix C-2 – Exceptions to Contract Documents.

Any unauthorized contact with any official or employee of the City in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer.

FAILURE TO COMPLETE AND PROVIDE ANY PROPOSAL REQUIREMENTS MAY RESULT IN THE DISQUALIFICATION OF PROPOSER.

5. PROPOSAL PRICES

In case of discrepancy between the unit and extended price, the unit price will be considered correct. All prices shall be the total price and shall include all costs for delivery F.O.B. Destination. Proposals are not to include sales tax. Contractors are permitted to increase pricing after the initial contract term subject to proper documentation and substantiation by the Contractor and approval of the City as shown in the most current Consumer Price Index, as applicable. Any price increases requested by the Contractor must be approved by the City prior to the increase being put into effect.

6. PROPOSAL FORMS

Proposals shall be made on the blank forms provided herein. Proposals shall give the prices proposed in words and figures, shall give all other information requested herein, and shall be signed by the proposer or authorized representative.

7. QUESTIONS; INTERPRETATION OF RFP, SPECIFICATIONS, AND SCOPE OF WORK

Any and all explanations desired by a Proposer regarding the meaning or interpretation of this RFP, or any part thereof, must be requested in writing and directed to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov, no later than 4:00 p.m., local Arizona time, on **Friday, August 4, 2023**. Violation(s) may be cause for rejection of the Proposal. Questions received after this deadline may not be answered.

All responses will be made by an addendum to the RFP and will be posted publicly on the City's website. All Proposers are responsible for periodically checking the City's website at <https://www.sedonaaz.gov/business/doing-business/bids-and-rfps> for addenda and always prior to submitting a proposal.

8. ADDENDA

Addenda issued prior to the RFP Deadline shall be included in the proposal and made part of the Contract. Any addenda issued during the time of proposing shall be posted to the City's website at <https://www.sedonaaz.gov/business/doing-business/bids-and-rfps> and a copy will be emailed to all known proposers. The Proposer shall be responsible for confirming they are in receipt of all addenda prior to submission of their proposal and shall acknowledge each addendum received on the Appendix C-1 – Proposal Form.

9. DISQUALIFICATION OF PROPOSER

The City may refuse to consider proposals from Proposers believed to have participated in collusion. Proposers may only submit one (1) proposal in response to this RFP. If the City has reason to believe a proposer is interested in more than one (1) proposal for this RFP, the City may reject all proposals for the work in which the proposer is interested. A person, firm, or corporation that submitted a sub-proposal to a proposer, or that has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

10. MODIFICATIONS

Proposers shall not change or make additions to the RFP documents. Any such changes or additions may result in the City's rejection of the proposal as being non-responsive to this invitation to propose. Any exceptions a proposer takes to the Contract Documents shall be noted in Appendix C-2 – Exceptions to Contract Documents. No oral, telephonic, telegraphic, or facsimile proposals or modifications will be considered.

11. LATE PROPOSALS

It is the proposer's responsibility to ensure their proposal has sufficient time to be received by the City prior to the RFP Deadline. The City's walk-in hours of operation are Monday through Thursday, 7:30 a.m. to 5:00 p.m., local Arizona time. Proposals received after the exact time of closing, which is **4:00**

p.m., local Arizona time, on **Tuesday, August 15, 2023**, received at the wrong location or unsealed will not be considered.

12. AWARD OF PROPOSAL/CONTRACT

Award of proposal will be made to a single firm based on best value to the City, and compliance with all the requirements of this RFP. The City reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the City.

The Successful Proposer shall be required to enter into a written contract with the City for professional services in a form approved by legal counsel of the City. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the Successful Proposer.

13. TERM

It is the intent of the City to award a contract to a single firm. This Contract shall commence on October 25, 2023, and terminate on October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first. Additionally, it is the City's intent for this RFP, any addenda, the firm's proposal, any additional information requested, and changes be incorporated by reference into the contract.

14. PROPOSAL ACCEPTANCE PERIOD

Prices shall be firm for a period of no less than ninety (90) calendar days after the RFP Deadline to allow the City time to review the proposals and approve a firm.

15. WITHDRAWAL OF PROPOSAL

Unless otherwise specified, Proposals may be withdrawn by written request to Heidi Weber, Procurement Officer, at 102 Roadrunner Drive, Building 106, Sedona, Arizona 86336, or by email to HWeber@SedonaAZ.gov any time prior to the RFP Deadline. The proposer may thereafter submit a new proposal prior to the RFP Deadline. Proposals may not be withdrawn after the RFP Deadline.

16. USE OF SUBCONTRACTORS

The Proposer's intent to use subcontractors to perform any portion of the work described in this RFP must be clearly stated in the Proposer's proposal. The Proposer's proposal must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors.

17. NON-DISCRIMINATION

The Contractor shall comply with Arizona State Executive Order No. 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

18. ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer before or by any court, governmental body or agency, or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

19. UNDUE INFLUENCE

By submitting a proposal, the Proposer declares and warrants that no undue influence or pressure is or has been used against or in connection with any officer or employee of the City in connection with award or terms of the Contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Proposer, or from any officer, employee, or agent of the Proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

20. PROTESTS AND APPEALS

The City of Sedona has not adopted and published procurement protest policies and procedures. The procurement policies and procedures of the Arizona State Department of Administration would apply in case of protest. Those regulations are R2-7-A901 through A911 and are available at: https://qa.azsos.gov/public_services/Title_02/2-07.pdf

21. PUBLIC RECORDS LAW

All documents received by the City, as a public agency, in connection with this RFP are subject to the requirements of the Arizona Public Records Statute. Proposer shall identify any information contained in the RFP that the proposer deems to be, and establishes as, confidential, or proprietary and wishes to be withheld from disclosure to others.

The City cannot guarantee confidentiality of any portion of the proposal if a public records request is made. The City will provide the Proposer forty-eight (48) hours' notice prior to release of material identified by Proposer as confidential or proprietary in order for the Proposer to apply for a court order blocking release of the information.

A blanket statement that all contents of the proposal are confidential or proprietary cannot be honored by the City.

22. ERASURES, INCONSISTENT, OR ILLEGIBLE PROPOSALS

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the proposal in the margin immediately next to the correction. If the City determines that a proposal is unintelligible, inconsistent, or ambiguous, the City may reject the proposal as being non-responsive.

23. SALES TAX

The Successful Proposer shall be responsible for paying all applicable taxes. The City of Sedona is subject to all applicable state and local transaction privilege taxes. It is the responsibility of the Successful Proposer to remit any and all applicable transaction privilege taxes. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

24. RESERVED RIGHTS

The City of Sedona reserves the right to:

1. Reject any or all proposals received in response to this RFP,
2. Withdrawal the RFP at any time, at the City's sole discretion,
3. Make an award under the RFP in whole or in part,
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
5. Seek clarifications and revisions of proposals,
6. Use proposal information obtained through site visits, management interviews, and the City's investigation of a proposer's qualifications, experience, ability, or financial standing, and any materials or information submitted by the proposer in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFP,
7. Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
8. Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
9. Change any of the scheduled dates,
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers,
11. Waive any requirements that are not material,
12. Negotiate with the successful proposer within the scope of the RFP in the best interest of the City,
13. Conduct contract negotiations with the next responsible proposer, should the City be unsuccessful in negotiating with the selected proposer,
14. Utilize any and all ideas submitted in the proposals received,
15. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of one hundred eighty (180) calendar days from the RFP Deadline,

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer’s proposal and/or to determine a proposer’s compliance with the requirements of this RFP.

Additionally, this RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All proposals become the property of the City. Except for the name of the firms, no information contained in the proposal shall be made public until after award and execution of a contract.

25. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Professional Services Agreement, collectively referred to as the Contract Documents. The failure of the Proposer to examine and become familiar with all of the Contract Documents shall in no way relieve him from any obligations of this RFP or Contract. No claim(s) will be allowed for additional compensation that is based on a lack of knowledge of any Contract Document.

26. DEFAULT

If the Successful Proposer fails to perform in accordance with the Contract Documents, the City may terminate the agreement, in whole or in part, in accordance with the Contract Documents.

27. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor’s work or Services in the performance of this Contract. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. 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 Section.

A. General:

1. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by the City, either in the initial RFP, or prior to commencement of particular tasks. Contractor shall submit to the City before any work is

performed, certificates from the Contractor’s insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer’s Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. 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 for the project.

4. 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 Contractor’s owned, hired, or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for “Any Auto, All Owned, Scheduled, Hired or Non-Owned.”

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by the City, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. Contractor shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City, acceptance 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 Contractor pursuant this Contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best’s Rating Guide, is not less than A- VII or higher, unless Contractor obtains prior written approval of the City.

D. A Certificate of Insurance shall be completed by the Contractor’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 the 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 thirty (30) days prior written notice has been given to the 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: Procurement Office

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which the City may immediately terminate this Contract or, at its discretion, the 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 the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. The Contractor agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. The City reserves the right to require higher limits of liability coverage if, in the City's opinion, operations or services create higher than normal hazards.

28. SIGNATURES

All Contract Documents shall be signed in permanent ink in the name of the proposer and by a person authorized to sign the Contract Documents.

29. 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.

30. INSPECTION AND ACCEPTANCE

All work provided under this Contract shall meet or exceed the RFP specifications and shall comply with all Federal, State, and local laws. Inspection and acceptance of all items shall be at Destination. Defective items shall be replaced by the Firm, at no additional cost to the City. The Firm's failure to

replace said items shall be considered in default under the Default provisions of these Contract Documents.

31. **RFP DOCUMENTS**

At the time of issuance, the following documents are included in the Request for Proposals:

1. Cover Page
2. Notice of Request for Proposals
3. Table of Contents
4. Introduction to RFP
5. Instructions and Conditions
6. Submittals with Proposal
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8. Appendix A – Scope of Work
9. Appendix B – Sample Professional Services Agreement
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13. Appendix C-4 – Past Performance Questionnaire

(Remainder of page intentionally left blank.)

CITY OF SEDONA

SUBMITTALS WITH PROPOSAL

RFP No. 2023/24-001

**Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System**

The purpose of the submittals is to demonstrate the Proposer’s qualifications, competencies, and their capacity to provide project management services in conformity with the requirements of this RFP. The technical proposal should demonstrate the qualifications of the proposer and of the particular staff to be assigned to the project. It should also specify the proposer’s project understanding and approach that will meet the RFP requirements.

To assist in the evaluation process, proposals should contain the following information and the submittal shall be fifteen (15) pages maximum, on 8 ½ x 11 inches paper, single sided, with a minimum 12-point font. All pages count towards the page total **except** the cover, introductory letter, resumes, past performance questionnaires, work examples, and organizational chart (if included). The proposal shall be submitted in the format outlined below.

1. Letter of Introduction.

Provide a general overview and brief history of your firm. Describe your firm’s areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, telephone number, and email address of the primary contact.

2. Project Manager’s Experience.

Identify the Project Manager who will be responsible for this project. List the *Project Manager’s* relevant experience and similar work including references. Include information on the ERP software systems and modules the Project Manager possesses relevant experience with.

3. Key Personnel.

Provide information regarding the number, proposed roles, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this project. Indicate how the quality of staff will be assured over the term of the contract. Include information on the ERP software systems and modules the Key Personnel possess relevant experience with.

4. Proposer’s Qualifications and Experience.

State the size of the firm, the firm’s municipal governmental project management staff, and the location of the office from which the project management is to be conducted.

For the firm’s office that will be assigned to the project, list the most significant contracts performed in the last five (5) years that are similar to this project. Please provide a maximum of five (5) past projects.

Describe the firm’s experience in the full ERP selection and implementation lifecycle, experience in providing professional project management and implementation services for municipal governments, and experience in business process evaluation, improvement, and change management.

Include information on one project that did not go well or failed, explain the circumstances .

Include whether the firm has been released from a contract with a governmental entity during the last five (5) years and, if so, explain the circumstances. If the Firm has not been released from any contracts, please state so in the proposal. Include the governmental entity's name, contact person's name, address, phone number and email address.

5. Project Understanding and Approach.

Provide an outline and description of the tasks that must be accomplished to complete the project along with a narrative of how the firm proposes to execute each of the tasks and an approximate time schedule for each task. Highlight any challenges and opportunities foreseen on this project, how they will be managed or resolved, and which key personnel will be instrumental in managing or resolving those challenges and opportunities.

Describe what costs or expenses are included in the proposed price, and what costs or expenses the firm anticipates may be required in addition to those included in the proposed price.

6. Examples of Similar Work.

Include a list of similar projects completed within the last five (5) years, listing the government entity's name, contact person's name, address, phone number, email address, the entity's total budget, and population. Additionally, provide samples of project and communication plans and project status reports created for the referenced projects.

7. Resumes of Key Personnel.

Include the number of years of experience in municipal government ERP selection and implementation project management services and the number of years with your firm.

8. Other.

Relevant information the Proposer wishes to include that is not listed above.

9. Appendix C-1 - Proposal Form.

Proposers shall review and complete this form, ensuring to state the Proposer's legal name, acknowledge any and all addenda issued to this RFP and sign in permanent ink in the spaces provide in this form.

10. Appendix C-2 - Exceptions to Contract Documents.

Proposers shall clearly state and provide the reason for any and all exceptions to this RFP and Sample Professional Services Agreement in the Appendix C-2 – Exceptions to Contract Documents. For each exception stated, Proposer shall provide alternative language for the City's consideration during the City's evaluation of proposals. The City will not consider exceptions submitted after the RFP Deadline or on forms other than those provided in this RFP.

11. Appendix C-3 - Price Proposal.

The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and "Appendix C-3, Price Proposal," clearly labeled on the outside of the envelope and submitted at the same time the technical proposal is submitted.

Proposers shall provide an all-inclusive, not-to-exceed, lump sum proposal price that includes all labor, materials, and equipment necessary to complete the Scope of Work in accordance with the specifications and provisions contained in this RFP.

12. Appendix C-4 - Past Performance Questionnaire.

The proposer shall provide a minimum of three (3) references for whom similar services were provided during the previous five (5) years. Each Reference shall complete the Appendix C-4 – Past Performance Questionnaire in accordance with the instructions provided in the Form and submit the Form directly to the City prior to the RFP Deadline. It is the sole responsibility of the Proposer to ensure a minimum of three (3) Past Performance Questionnaires are received by the City prior to the RFP Deadline.

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CITY OF SEDONA

EVALUATION CRITERIA

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

The City’s Evaluation Team will consist of up to seven (7) members who will each independently score each proposal based upon the evaluation categories set forth below. The City’s evaluation process for this RFP shall consist of the following five (5) phases:

1. The first phase involves determining the Total Technical Weighted Score utilizing the criteria below. Evaluators will score each criterion, with ten (10) being the highest Score a Firm may earn and one (1) being the lowest. Weighted Scores will be determined using the following formula: “Weight” multiplied by “Score” = “Weighted Score.” The maximum Total Technical Weighted Score consists of eight (8) available evaluation points. Failing a Mandatory Requirement disqualifies a Proposer from consideration.

EVALUATION CATEGORY: TOTAL TECHNICAL WEIGHTED SCORE		TYPE		DETERMINATION
1	Mandatory Requirements (materially responsive)	Pass/Fail		
		WEIGHT	SCORE (1-10)	WEIGHTED SCORE
2	Firm Experience and Qualifications	20%		
3	Key Personnel Experience and Qualifications	20%		
4	Project Understanding and Approach	25%		
5	Available Resources	10%		
6	Exceptions to Contract Documents	5%		
MAXIMUM TECHNICAL SCORE POSSIBLE		80%		8

2. The second phase involves determining the Total Price Weighted Score for each Proposer utilizing the criteria below. Weighted Price Scores are determined using the following formula: (“Lowest Price Proposal” divided by the “Price Proposal Being Evaluated”) x “Maximum Price Score Possible” = Points Earned. The maximum Total Price Weighted Score consists of two (2) available evaluation points.

EVALUATION CATEGORY: TOTAL PRICE WEIGHTED SCORE	POINTS
Price	
MAXIMUM PRICE SCORE POSSIBLE	2

3. The third phase involves determining the Total Proposal Score for each Proposer by adding each Firm’s Total Technical Weighted Score and Total Price Weighted Score. The maximum Total Proposal Score consists of 10 available evaluation points. Up to three (3) of the top scoring Proposers will be “short-listed” for invitation to interview.

EVALUATION CATEGORY: TOTAL PROPOSAL SCORE	POINTS EARNED
Total Technical Weighted Score	
Total Price Weighted Score	
MAXIMUM PROPOSAL SCORE POSSIBLE	10

4. The fourth phase involves determining the Total Interview Score for each “short-listed” Proposer. The maximum Total Interview Weighted Score consists of ten (10) available evaluation points.

EVALUATION CATEGORY: TOTAL INTERVIEW WEIGHTED SCORE	WEIGHT	SCORE (1-10)	WEIGHTED SCORE
Firm’s Overview (History, experience, key personnel, philosophy, etc.) (3-5 minutes)	10%		
Firm and Key Personnel Experience with Similar Projects (ERP selection and implementation project management services for a municipal government agency.) (5-10 minutes)	20%		
Communication Plan (Communication with the City and selected ERP provider.) (5-7 minutes)	30%		
Overview of Project Management Services (Assessment of the City’s ERP needs, writing of the software and implementation of an ERP RFP, reengineering of current business processes to align with new ERP system, ERP implementation assistance, keeping the project on task and budget, etc.) (15 minutes)	30%		
Proposal Price (Pricing structure) (5-8 minutes)	10%		
MAXIMUM INTERVIEW SCORE POSSIBLE	100%		10

5. The fifth phase involves determining the top three (3) highest scoring Firms from the Interviews phase for placement on the Final List in the order of highest scoring to lowest scoring Firm.

Evaluation and Selection of Successful Proposer

The purpose of this RFP is to enable the City of Sedona to select the Firm offering the best value to the City for award of a contract.

1. The Evaluation Team will review and evaluate Technical Proposals received by Proposers in the following manner solely based upon the scoring criteria above.
 - a. The Evaluation Team will first evaluate Technical Proposals to determine whether they meet the format and content mandatory requirements and the standards specified in the RFP (materially responsive). The Evaluation Team will not open the contents of the Price Proposal during this part of the evaluation.

- b. Each technical proposal that has passed all Mandatory Requirements set forth above shall be ranked from highest to lowest final technical score based on the average of the scores of the individual evaluators for each proposal (“Total Technical Weighted Score”).
2. After all Total Technical Weighted Scores are assigned, the price proposal submitted with each Firm’s proposal, using the format attached in Appendix C-3, Price Proposal, of this RFP, shall be opened and scored in accordance with the standards discussed above. The Proposer’s Total Price Weighted Score will be added to its Total Technical Weighted Score to obtain a Total Proposal Score for each Firm.
3. Based on the highest Total Proposal Scores, the City’s Evaluation Team will select a short list of the three (3) highest scoring firms to participate in interviews. Prior to interviews, the City may develop and distribute a list of scripted interview questions to be asked by the City during interviews.
4. Proposers not on the short list will not be eligible for further consideration for award.
5. Interviews will be worth up to ten (10) points, the Total Interview Weighted Score.
6. Once the evaluation of the Proposals is completed, all responsive proposals from Firms that were interviewed shall be ranked from the highest scoring (e.g., the most evaluation points earned) to the lowest scoring (e.g., the least evaluation points earned) Firm.
7. The award of the RFP will be made by the City’s Council to the responsive Proposer whose proposal earned the highest Total Interview Weighted Score, and is determined, in writing by the Council, to be the best value to the City.
8. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Proposers prior to award; however, to the extent that submittals are public records under Arizona law, they may be released to members of the public if specifically requested under the Arizona Public Records Statute.
9. If the selected Proposer refuses or fails to execute the contract, the Council may award the contract to the Proposer with the next highest Total Interview Weighted Score if the Council deems it to be in the best interest of the City.
10. After the City has identified the proposal providing the best value to the City, the City shall have the right to negotiate with the firm over the price and final terms and conditions of the contract. The primary objective of the negotiations is to maximize the City’s ability to obtain best value, based on the requirements and evaluation factors set forth in this RFP.

Technical Scoring Considerations

Firm’s Experience and Qualifications

- What experience with similar projects of this size and scope does the Firm have?
- What qualifications and relevant experience does the Firm’s Project Manager have?
- What is the organization and management structure of the Firm?
- How does the Firm internally manage project costs, schedules, and work quality?
- How are client concerns internally handled/addressed?

Key Personnel (Project Team) Experience and Qualifications

- Identify the organization of the team, key team member roles and responsibilities, time commitment, qualifications/relevant experience.
- What is the level of principal involvement?
- Unique qualifications or experience?

- What is the team's experience with this type of scope of work?
- Has the team partnered on prior projects?
- What local knowledge does the team embody?
- How much experience does the team have in conducting public outreach and working with public committees?
- Is the team makeup appropriate for the project and provide for the anticipated skill sets needed?

Unauthorized replacement of Project Team members will result in disqualification of the proposal or breach of any agreement that arises from this RFP.

Project Understanding and Approach

- Are elements of project approach (outline, task descriptions, task narrative, and schedule) addressed?
- Do additional tasks suggested by the firm tend to improve the quality of the end product?
- How well does the scope assure accomplishment of the project concept?
- Is the Firm's quality control team efficient and effective?
- How well is the project approach explained and justified?
- Have any unique project challenges been identified?
- How well does the team understand the concept/goal of this project?

Available Resources

- How available is the team for the project (consultant should define the team's current workload and assess as a percentage the available and anticipated commitment of team members on this project)?
- What other project commitments exist for the team?
- What resources are available to the Consultant/Team to ensure timely completion of the project?
- How will project elements related to: periodic status reporting; quality control; team personnel and technical resources; time; money (e.g., project and consultant costs); and scope of work be managed?

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Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

RFP No. 2023/24-001

Appendix A Scope of Work

CITY OF SEDONA

SCOPE OF WORK

RFP No. 2023/24-001

**Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System**

Anticipated Modules for Implementation

The City anticipates it will need an Enterprise Resource Planning system that encompasses, but is not limited to, the below list of modules. The below list of modules is subject to change based on the City's needs and recommendations of the Project Manager.

1. Financial
 - a. Accounting, General Ledger, Accounts Payable
 - b. Sales Tax
 - c. Cash Management
 - d. Work Orders, Fleet and Facilities Management
 - e. Purchasing, Vendor Registration
 - f. Fixed Assets, Inventory Management
 - g. Project and Grant Accounting
2. Revenue
 - a. Cashiering
 - b. Accounts Receivable
 - c. General Billing
3. Utility Billing
 - a. Utility Billing, Cashiering
4. Human Capital Management
 - a. Human Resources Management
 - b. Payroll
5. Productivity
 - a. Analytics, Reporting
 - b. Content Manager
 - c. Forms Processing, Business License
 - d. Permitting, Plan Review, Inspection
 - e. Permitting and Code Enforcement Case Management
 - f. E-Procurement, Solicitation Management
 - g. Contract and Certificate of Insurance Management
6. Other
 - a. Annual Comprehensive Financial Report (ACFR) Statement Builder
 - b. Facility Rental Management
 - c. Program Registration Management
 - d. Council Meeting Agenda and Document Management
 - e. Modules as recommended by the Project Manager

Project Management Services

The Contractor shall provide a staff of experienced, qualified personnel, capable of providing the services to be performed under this RFP. If any Key Personnel are replaced, replacement personnel must have the same or greater level of experience as the originally proposed staff. In any case, the City retains the right to approve or reject replacement personnel. The Contractor will not subcontract any portion of the work without the City's prior written consent.

Project management services are to include, but are not limited to, the following:

1. Assess and provide detailed documentation on existing (as-is) and proposed (to be) functional and data requirements, including business process workflows for all City departments for the new ERP software,
2. Advise the City on implementation challenges and opportunities,
3. Prepare a Request for Proposal (RFP) to be issued by the City for new ERP software and implementation services that will allow for a thorough, competitive comparison of all qualified vendors. The RFP shall be prepared in compliance with the City's Purchasing Policies and Procedures, Sedona City Code, and all applicable Statutes,
4. Assist the City with the ERP software selection process including coordinating software demonstrations and on-site visits. Assist with the identification of potential risks and issues to ensure the City makes a quality selection decision which achieves the City's ERP requirements. Assist with translating technical concepts to non-technical audiences,
5. Assist the City with contract negotiations with selected software vendor to ensure a performance-based contract, where milestones are paid when accomplished,
6. Guide the City through the implementation of the selected software and assist with the identification, assessment, and reengineering of business process workflows necessary for a successful ERP software roll-out,
7. Work with the City and selected software vendor to develop and manage a comprehensive project plan, detailing project stages, milestones, resources, and final acceptance by the City of each phase of implementation,
8. Provide and manage effective and timely communication between the City and selected software vendor,
9. Assist with ERP product enhancement and scope change requests,
10. Assist the City in developing an implementation and training schedule with the selected software vendor,
11. Schedule and supervise training to be conducted by the selected software vendor,
12. Assist the City with the creation of software training user accounts for all users, ensure users are following curriculums, and monitor and communicate user progress to the City,
13. Assist with outlining go-live steps, requirements, and assignments,
14. Assist with the evaluation of City staff's readiness to perform the live business process workflow after training and change management assessments,
 - a. Change Management - The City has utilized its current software and procedures for a number of years. The new software will dramatically change how the City conducts business. The Proposer shall assist City staff in effective change management during the implementation and training process in order to create a smooth transition.
15. Provide project status reports, deliver presentations, act as public information officer to media, Council, Boards & Commissions, other outside agencies, and citizens, as directed by the City,
16. Assist with keeping the software selection, implementation, and training process on task and on budget,
17. Provide qualified staff to assist City staff with the performance of the City staff's day-to-day work duties to prevent a backlog of work while City staff is being trained on the new ERP system, and

18. Perform the duties of a Project Manager through all phases of this project, ending with the successful implementation of a new Enterprise Resource Planning (ERP) software.

Project Deliverables include, but are not limited to, the following:

1. Project documents necessary to support a project of this size (e.g., project plan, communications plan, executive status reports, etc.).
2. ERP Requirements Analysis Report detailing the functional and data requirements, including business process workflows needed for the new ERP system.
3. Completed RFP for new ERP software and implementation.
4. Evaluation and recommendation of vendor proposals for the new ERP software and implementation.
5. Successful implementation and completion of the ERP replacement project scope of work.

In addition to the responsibilities and duties enumerated above, the Successful Firm will also perform all other duties and responsibilities assigned by the City related to the management and coordination of the selection and implementation of a new ERP system.

The City anticipates that much of the Project Management Team's work will be conducted onsite and in-person at the City's Hall located at 102 Roadrunner Drive, Sedona, Arizona 86336. The City will provide the Successful Firm onsite workspace including furniture, basic office supplies, internet connection, and access to the City's network and printers/copiers. The Successful Firm shall supply the computer/laptop, business software, and antivirus protection. It is anticipated that evening and possible weekend work may be required to meet project timelines.

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Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

RFP No. 2023/24-001

Appendix B

Sample Professional Services Agreement

CITY OF SEDONA

SAMPLE PROFESSIONAL SERVICES AGREEMENT

RFP No. 2023/24-001

**Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System**

PROFESSIONAL SERVICES AGREEMENT

FOR

THE CITY OF SEDONA

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20 ____ (“Effective Date”), by and between the City of Sedona, an Arizona municipal corporation (“CITY”) and **Click here to enter text** (“CONSULTANT”).

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services (“Services”) consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **PROJECT NAME** (the “Project”) as set forth in **Exhibit A** “Scope of Work” attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence, and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the

time the services are provided.

- B. Change in Scope of Work. 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. 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, 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 Agreement.
- C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$Click here to enter text**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be 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. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. 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. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data, and studies that are prepared in the performance of this Agreement 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. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use, or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **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. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment, or material required to perform the Scope of Work.

5. **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 Agreement. Any subsequent changes in applicable laws, ordinances, rules, or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. 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 Section.

7. **INSURANCE**.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:
2. Worker's Compensation Insurance:
Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
3. 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 for the project.
4. 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. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

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, acceptance 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 Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. 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 Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (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

- E. Failure on the part of 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 Agreement 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.
 - F. 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 CITY access to any and all insurance policies and endorsements pertaining to this particular job.
 - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION.**

- A. Term. This Agreement shall commence on _____ and terminate on [Click Here to Enter Date](#), or at such time as the work in the Scope of Work is completed, whichever occurs first.
- B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, 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 Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. 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. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial

term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement 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 Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees, or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees, or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, 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 Agreement may be amended, modified, or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement 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 Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **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).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**

A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state, and local laws.

B. 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”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement 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. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. 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.

- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
- E. 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."

16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. 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.

17. **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.

18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. **THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO**

AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

- 19. **CONFLICT OF INTEREST.** From the date of this Agreement through the termination of its service to CITY, 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 Agreement and/or adversely impact the quality of the work under this Agreement 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 Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.
- 20. **NOTICE.** Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement 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 or City Department Head
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: _____

- 21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:

Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

- 22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
- 23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages, and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People’s Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

CONSULTANT FIRM NAME

By: _____

City Manager or City Department Head

Title: _____

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

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBITS

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 (Inc., LLC, LLP).



Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

RFP No. 2023/24-001

Appendices C 1-4 Forms

CITY OF SEDONA

Appendix C-1

PROPOSAL FORM

RFP No. 2023/24-001

**Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System**

Legal Name of Proposer/Firm: _____

In response to this RFP, the undersigned proposer hereby states its technical qualifications and price to furnish all labor, materials, travel, professional services, permits, supervision, equipment and equipment rental, and its capability 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:

**Project Management Services for the Selection and Implementation of an
Enterprise Resource Planning (ERP) System
RFP No. 2023/24-001**

The Proposer certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addenda thereto; that he/she is submitting the proposal in strict accordance with the Instructions and Conditions; and that he/she has carefully reviewed the accuracy of all attachments to this request for proposals.

The Proposer certifies that he/she has examined the request for proposals documents thoroughly, including addenda numbers _____, _____, _____, and _____, which are on file at the Procurement Office of the City of Sedona, located at 102 Roadrunner Drive, Building 106, Sedona, Arizona 86336, has studied and carefully correlated proposer's observations with the request for proposals documents and all other matters which can in any way affect the work.

The Proposer agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the proposer for ninety (90) calendar days from the RFP Deadline. If awarded the contract, the proposer agrees to execute and deliver to the City within ten (10) calendar days after receipt of the City's Notice of Intent to Award, the applicable Contract form, certificates of insurance, and bonds (if required).

The Proposer understands that the City reserves the right to reject this proposal and that this proposal shall remain open and may not be withdrawn for a period of ninety (90) calendar days after the RFP Deadline.

The Proposer understands and agrees that if the City issues a Notice of Intent to Award to the Proposer within the time the proposal is required to remain open, the Proposer will execute and deliver to the City a contract in the form attached hereto within ten (10) calendar days after receipt of said notification of award. No work shall be performed until an executed contract and certificates of insurance are received by the City.

If the proposer to whom the Notice of Intent to Award is given fails or refuses to return executed copies of the Contract and required Certificates of Insurance within ten (10) calendar days from the date of receiving the Notice of Intent to Award, the successful proposer shall be deemed to be in default and the City may award the contract to the next proposer providing the best value to the City.

(Signatures to follow on next page.)

The undersigned hereby declares that Proposer has read, understands, and will fully and faithfully comply with the Contract Documents. The Proposer certifies that the prices offered were independently developed without consultation with any other Proposer or potential Proposers.

Signature of Authorized Representative

Date

Print Name

Title

Proposer's Address: _____

Telephone Number: _____

Email Address: _____

CITY OF SEDONA

Appendix C-3

PRICE PROPOSAL

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

Legal Name of Proposer/Firm: _____

The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and “Appendix C-3, Price Proposal,” clearly labeled on the outside of the envelope and submitted at the same time as the technical proposal.

Proposer shall provide an all-inclusive, not-to-exceed, Proposal Price that includes all labor, materials, and equipment necessary to complete the Project Management Services in accordance with the specifications and provisions contained in this RFP. Additional or supplementary services requested by the City shall be billed at the same Hourly Rates proposed below.

Key Personnel's Name	Role/Title	Est. Number of Hours	Hourly Rate	Extended Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Proposal Price				\$

Signature of Authorized Representative

Date

Print Name

Title

CITY OF SEDONA

Appendix C-4

PAST PERFORMANCE QUESTIONNAIRE

RFP No. 2023/24-001

Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System

To: Heidi Weber, Procurement Officer

Phone: (928) 203-5040

Email: HWeber@SedonaAZ.gov

Subject: Past Performance Survey of: _____
Name of Firm Submitting a Proposal to the City of Sedona

Name of Firm's Key Personnel

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

Please 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 dissatisfied (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 Completed: _____

Project Name: _____

Table with 4 columns: No., Criteria, Unit, Rating. Rows include criteria like 'Ability to meet customer expectations for quality of work performed' and 'Ability to Manage Costs'.

Signature of Evaluator Printed Name of Evaluator Date

Thank you for your time and effort in assisting the City of Sedona in this important endeavor. Please email the completed survey no later than 4:00 p.m. on Tuesday, August 15, 2023, to: Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov.