



REQUEST FOR STATEMENTS OF QUALIFICATIONS

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

STATEMENT OF QUALIFICATIONS DUE DATE AND TIME:

Thursday, September 28, 2023, at 4:00 p.m., local Arizona time

SUBMIT STATEMENT OF QUALIFICATIONS TO:

City of Sedona
Attn: Bryce Beck, Sustainability Manager
221 Brewer Road
Sedona, Arizona 86336
Phone: (928) 203-5127
Hours of Operation:
Monday – Thursday
7:30 a.m. to 5:00 p.m., local Arizona time

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

City of Sedona
Sustainability Department
221 Brewer Road
Sedona, Arizona 86336

RFQ No. 2023/24-003 Comprehensive Residential Energy Assessment and Retrofit Services

Notice is hereby given that the City of Sedona, herein after referred to as (the “City”), will receive up to, but not later than 4:00 p.m., local Arizona time, on **Thursday, September 28, 2023** (the “RFQ Deadline”), sealed statement of qualifications from firms (herein after referred to as “Firm,” “Contractor,” or “Respondent”) who are interested in submitting statement of qualifications for **Comprehensive Residential Energy Assessment and Retrofit Services** (the “Project”).

Request for Statements of Qualifications (“RFQ”) documents may be obtained by download from the City of Sedona’s website at <https://www.sedonaaz.gov/business/doing-business/bids-and-RFQs>; email to Bryce Beck, Sustainability Manager, at BBeck@sedonaaz.gov; or calling the Sustainability Department at (928) 203-5127.

Questions shall be submitted in writing to Bryce Beck, Sustainability Manager, at BBeck@sedonaaz.gov no later than 4:00 p.m., local Arizona time, on **Thursday, September 7, 2023**.

The Successful Respondent will be selected based on demonstrated competence and qualifications and in accordance with the evaluation criteria stated in this RFQ.

It is the City’s intention to make a single award to one (1) of the top three (3) respondents with a one (1) year contract term that will commence on **October 26, 2023** and terminate on **October 25, 2024**, with the option to extend for four (4) additional one (1) year terms.

Each firm’s response shall be made on forms furnished in the RFQ and submitted no later than the RFQ Deadline. Statement of Qualifications must be clearly marked as **Comprehensive Residential Energy Assessment and Retrofit Services, RFQ No. 2023/24-003** and be enclosed in a **sealed** package addressed to:

City of Sedona
Sustainability Department
221 Brewer Road
Sedona, Arizona 86336
Attn: Bryce Beck, Sustainability Manager

Statement of Qualifications are firm for a period of ninety (90) calendar days to allow the City adequate time to review statement of qualifications and approve a firm.

The City reserves the right to cancel this request for statements of qualifications, reject in whole or in part any or all submittals, or determine not to enter into a contract as specified in the RFQ if the City determines in the City’s absolute and sole discretion that the action is in the best interest of the City.

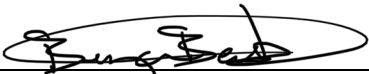
By: 
Bryce Beck, Sustainability Manager

TABLE OF CONTENTS

	<u>PAGE</u>
Cover Page_____	1
Notice of Request for Statements of Qualifications_____	2
Table of Contents_____	3
Introduction to RFQ_____	4
Instructions and Conditions_____	7
Submittals with Statement of Qualifications_____	17
Evaluation Criteria_____	19
Appendix A – Scope of Work_____	22
Appendix B – Sample Contracted Services Agreement_____	25
Appendix C-1 – Statement of Qualifications Form_____	39
Appendix C-2 – Respondent’s Experience Statement_____	41
Appendix C-3 – Exceptions to Contract Documents_____	42
Appendix C-4 – Past Performance Questionnaire_____	43

CITY OF SEDONA
INTRODUCTION TO RFQ
RFQ No. 2023/24-003
Comprehensive Residential Energy Assessment and Retrofit Services

1. Purpose

The purpose of this Request for Statements of Qualifications is to provide interested parties with sufficient information to enable them to submit a written statement of qualifications.

The City of Sedona is soliciting statements of qualifications from firms for the provision of comprehensive residential energy assessment and retrofit services under the City's Home Energy Retrofit Project (HERP). Assessment and retrofit services may include, but are not limited to, home energy audits, ductwork, air sealing, insulation repairs, mini-split and heat pump installations, lighting upgrades, and weatherstripping. Assessment services and reports will provide estimations on utility and greenhouse gas emissions savings and be provided by the partnered Firm. City of Sedona residents that apply and are selected for the City's HERP program, will contribute to the City's evaluation of effectiveness of the HERP, the improvements to home livability, and the analysis and feedback on home building envelope improvement efforts.

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

It is the City's intention to make a single award to one (1) of the top three (3) respondents with a one (1) year contract term that will commence on October 26, 2023 and terminate on October 25, 2024, with the option to extend for four (4) additional one (1) year terms.

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 almost 10,000 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, 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 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.

Sedona is under a voter-approved alternative expenditure limitation that was most recently extended in August 2022. The total fiscal year 2023-2 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. Request for Statements of Qualifications Schedule

The following is an anticipated schedule of general activities leading up to contract execution and a Notice to Proceed with the Successful Firm. The below Schedule is subject to change depending on actual progress of activities.

ACTIVITY	DATE
RFQ Issued	Thursday, August 24, 2023
Questions Due	Thursday, September 7, 2023 at 4:00PM
Addendum Issuance	Thursday, September 14, 2023
Statement of Qualifications Due	Thursday, September 28, 2023 at 4:00PM
Evaluation Period	Friday, September 29, 2023 through Thursday, October 12, 2023
Estimated City Manager Approval	Thursday, October 19, 2023

4. Checklist of Submittals with Statement of Qualifications

Provided below for each Respondent's convenience, is a checklist of Submittals with Statement of Qualifications.

	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	Project Approach/Scope
<input type="checkbox"/>	5	Examples of Similar Work
<input type="checkbox"/>	6	Resumes of Key Personnel
<input type="checkbox"/>	7	Proposed Work Schedule
<input type="checkbox"/>	8	Other
<input type="checkbox"/>	9	Appendix C-1 – Statement of Qualifications Form
<input type="checkbox"/>	10	Appendix C-2 – Respondent's Experience Statement
<input type="checkbox"/>	11	Appendix C-3 – Exceptions to Contract Documents
<input type="checkbox"/>	12	Appendix C-4 – Past Performance Questionnaire

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CITY OF SEDONA
INSTRUCTIONS AND CONDITIONS

RFQ No. 2023/24-003
Comprehensive Residential Energy Assessment and Retrofit Services

1. DEFINITIONS

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

2. RFQ TRANSPARENCY

Beginning on the date this RFQ is issued and continuing until either the date a contract is awarded or this RFQ is withdrawn by the City, all persons or entities who respond or intend to respond to this RFQ, 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 RFQ with the City’s Project Representative and shall not have any direct or indirect contact about this RFQ with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFQ.

3. PREPARATION OF STATEMENT OF QUALIFICATIONS; RFQ DEADLINE

The City invites statement of qualifications on the attached forms to be submitted no later than 4:00 p.m., local Arizona time, on **Thursday, September 28, 2023** (the “RFQ Deadline”). All blanks in the RFQ Forms must be appropriately filled. All statement of qualifications shall be enclosed in a sealed package, plainly marked with the name and address of the firm and the words **“STATEMENT OF QUALIFICATIONS RESPONDING TO RFQ NO. 2023/24-003, COMPREHENSIVE RESIDENTIAL ENERGY ASSESSMENT AND RETROFIT SERVICES. – DO NOT OPEN UNTIL Thursday, September 28, 2023.”** It is the sole responsibility of the respondent to ensure that the statement of qualifications is received at the location indicated in the Notice of Request for Statements of Qualifications, 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 statement of qualifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the respondent unopened and will not be considered.

Statement of Qualifications must be submitted in permanent ink or be typewritten. **Signatures on statement of qualifications must be in permanent ink to be considered acceptable.** All costs associated with preparing a statement of qualifications will be borne by the respondent and cannot be passed on to the City.

Each statement of qualifications 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 statement of qualifications follow the outline provided below in “SUBMITTALS WITH STATEMENT OF QUALIFICATIONS”.

E-mailed and faxed statements of qualifications will not be accepted, will be deemed non-responsive, and will be returned to the Respondent.

4. SUBMITTAL REQUIREMENTS

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

It is the responsibility of all Respondents to examine this RFQ carefully, understand the terms and conditions for providing the services required in this RFQ and seek clarification in writing of any item or requirement that may be unclear. Submission of a statement of qualifications indicates acceptance of the Respondent of the terms and conditions contained in this RFQ, unless specifically noted in Appendix C-3 – Exceptions to Contract Documents.

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

FAILURE TO COMPLETE AND PROVIDE ANY STATEMENT OF QUALIFICATIONS REQUIREMENTS MAY RESULT IN THE DISQUALIFICATION OF RESPONDENT.

5. STATEMENT OF QUALIFICATIONS FORMS

Statement of Qualifications shall be made on the blank forms provided herein, shall give all other information requested herein, and shall be signed by the respondent or authorized representative.

6. QUESTIONS; INTERPRETATION OF RFQ AND SCOPE OF WORK

Any and all explanations desired by a Respondent regarding the meaning or interpretation of this RFQ, or any part thereof, must be requested in writing and directed to Bryce Beck, Sustainability Manager, at BBeck@sedonaaz.gov, no later than 4:00 p.m., local Arizona time, on **Thursday, September 7, 2023**. Violation(s) may be cause for rejection of the Statement of Qualifications. Questions received after this deadline may not be answered.

All responses will be made by an addendum to the RFQ, will be posted publicly on the City’s website, and emailed to all known respondents. All Respondents are responsible for periodically checking the City’s website at <https://www.sedonaaz.gov/business/doing->

[business/bids-and-RFQs](https://www.sedonaaz.gov/business/doing-business/bids-and-RFQs) for addenda and always prior to submitting a statement of qualifications.

7. ADDENDA

Addenda issued prior to the RFQ Deadline shall be included in the statement of qualifications and made part of the Contract. Any addenda issued during the time of responding shall be posted publicly to the City’s website at <https://www.sedonaaz.gov/business/doing-business/bids-and-RFQs> and a copy will be emailed to all known respondents. The Respondent shall be responsible for confirming they are in receipt of all addenda prior to submission of their statement of qualifications and shall acknowledge each addendum received, listing it by number, in the spaces provided in Appendix C-1 – Statement of Qualifications Form.

8. DISQUALIFICATION OF RESPONDENT

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

9. MODIFICATIONS

Respondents shall not change or make additions to the RFQ documents. Any such changes or additions may result in the City’s rejection of the statement of qualifications as being non-responsive to this invitation to respond. Any exceptions a respondent takes to the Contract Documents shall be noted in Appendix C-3 – Exceptions to Contract Documents. No oral, telephonic, telegraphic, or facsimile statement of qualifications or modifications will be considered.

10. LATE STATEMENT OF QUALIFICATIONS

It is the Respondent’s responsibility to ensure their statement of qualifications has sufficient time to be received by the City prior to the RFQ 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. Statement of Qualifications received after the exact time of closing, which is **4:00 p.m., local Arizona time, on Thursday, September 28, 2023**, received at the wrong location or unsealed will not be considered.

11. AWARD OF STATEMENT OF QUALIFICATIONS/CONTRACT

Award of statement of qualifications will be made to a single firm based on the competence and qualifications of Respondent, and compliance with all the requirements of this RFQ. 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 Respondent shall be required to enter into a written contract with the City for contracted services in a form approved by legal counsel of the City. This RFQ and the statement of qualifications, 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 Respondent.

12. TERM

It is the intent of the City to award a one (1) year contract to a single firm. This Contract shall commence on October 26, 2023 and terminate on October 25, 2024, with the option to renew for four (4) additional one (1) year terms. Additionally, it is the City's intent for this RFQ, any addenda, the firm's statement of qualifications, any additional information requested, and changes be incorporated by reference into the contract.

13. STATEMENT OF QUALIFICATIONS ACCEPTANCE PERIOD

Statement of Qualifications shall be firm for a period of no less than ninety (90) calendar days after the RFQ Deadline to allow the City to review the statement of qualifications and approve a firm.

14. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

Unless otherwise specified, Statement of Qualifications may be withdrawn by written request to Bryce Beck, Sustainability Manager, at 221 Brewer Road, Sedona, Arizona 86336, or by email to BBeck@sedonaaz.gov, any time prior to the RFQ Deadline. The respondent may thereafter submit a new statement of qualifications prior to the RFQ Deadline. Statement of Qualifications may not be withdrawn after the RFQ Deadline.

15. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The Respondent's intent to use subcontractors/subconsultants to perform any portion of the work described in this RFQ must be clearly stated in the Respondent's statement of qualifications. The Respondent's statement of qualifications must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors/subconsultants.

16. NON-DISCRIMINATION

The Respondent 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.

17. ABILITY TO MEET OBLIGATIONS

By submitting a statement of qualifications, the Respondent affirms there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against Respondent 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 Respondent to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

18. UNDUE INFLUENCE

By submitting a statement of qualifications, the Respondent 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 RFQ, 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 Respondent, or from any officer, employee, or agent of the Respondent, in connection with award of the contract or any work to be conducted as a result of this RFQ. 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.

19. 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.

20. PUBLIC RECORDS LAW

All documents received by the City, as a public agency, in connection with this RFQ are subject to the requirements of the Arizona Public Records Statute. The Respondent shall identify any information contained in the RFQ that the respondent 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 statement of qualifications if a public records request is made. The City will provide the Respondent forty-eight (48) hours' notice prior to release of material identified by Respondent as confidential or proprietary in order for the Respondent to apply for a court order blocking release of the information.

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

21. ERASURES, INCONSISTENT, OR ILLEGIBLE STATEMENT OF QUALIFICATIONS

Statements of Qualifications must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the statement of qualification in the margin immediately next to the correction. If the City

determines that a statement of qualifications is unintelligible, inconsistent, or ambiguous, the City may reject the statement of qualifications as being non-responsive.

22. SALES TAX

The Successful Respondent shall be responsible for paying all applicable taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. It is the responsibility of the Successful Respondent 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.

23. RESERVED RIGHTS

The City of Sedona reserves the right to:

1. Reject any or all statement of qualifications received in response to this RFQ,
2. Withdrawal the RFQ at any time, at the City's sole discretion,
3. Make an award under the RFQ in whole or in part,
4. Disqualify any respondent whose conduct and/or statement of qualifications fails to conform to the requirements of the RFQ,
5. Seek clarifications and revisions of statement of qualifications,
6. Use statement of qualifications information obtained through site visits, management interviews, and the City's investigation of a respondent's qualifications, experience, ability, or financial standing, and any materials or information submitted by the respondent in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFQ,
7. Prior to the RFQ Deadline, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available,
8. Prior to the RFQ Deadline, direct respondents to submit statement of qualifications modifications addressing subsequent RFQ 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 respondents,
11. Waive any requirements that are not material,
12. Negotiate with the successful respondent within the scope of the RFQ in the best interest of the City,
13. Conduct contract negotiations with the next highest-ranking respondent, should the City be unsuccessful in negotiating with the selected respondent,
14. Utilize any and all ideas submitted in the statement of qualifications received,
15. Unless otherwise specified in the RFQ, every offer is firm and not revocable for a period of ninety (90) calendar days from the RFQ 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 respondent's statement of qualifications and/or to determine a respondent's compliance with the requirements of this RFQ.

Additionally, this RFQ 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 statements of qualifications become the property of the City. Except for the name of the firms, no information contained in the statement of qualifications shall be made public until after award and execution of a contract.

24. EXAMINATION OF CONTRACT DOCUMENTS

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

25. DEFAULT

If the Successful Respondent 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.

26. 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 RFQ, 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: Sustainability Department

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.

27. SIGNATURES

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

28. 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.

29. INSPECTION AND ACCEPTANCE

All work provided under this RFQ and under the Contract shall meet or exceed the RFQ 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.

30. RFQ DOCUMENTS

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

1. Cover Page
2. Notice of Request for Statements of Qualifications
3. Table of Contents
4. Introduction to RFQ
5. Instructions and Conditions
6. Submittals with Statement of Qualifications
7. Evaluation Criteria
8. Appendix A – Scope of Work
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(Remainder of page intentionally left blank.)

CITY OF SEDONA
SUBMITTALS WITH STATEMENT OF QUALIFICATIONS
RFQ No. 2023/24-003
Comprehensive Residential Energy Assessment and Retrofit Services

The purpose of the submittals is to demonstrate the Respondent's qualifications, competencies, and their capacity to undertake the Project in conformity with the requirements of this RFQ. The statement of qualifications should demonstrate the qualifications of the respondent and of the particular staff to be assigned to the project. It should also specify the project approach that will meet the RFQ requirements.

To assist in the evaluation process, statement of qualifications should contain the following information and the submittal shall be twelve (12) 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, reference letters, past performance questionnaires, work examples, organizational chart (if included), and Appendices C 1-4. In addition to the completion of the "Respondent's Experience Statement" form, more detailed examples of similar work should be presented within the body of the statement of qualifications. The statement of qualifications shall be submitted in the format outlined below.

1. Letter of Introduction.

Provide a general overview and brief history of your firm. Describe the firm's areas of expertise and other information that helps to characterize the firm. Describe the firm's overall understanding of the Project. Provide the name, title, address, telephone number, and email address of the primary contact. For a multi-firm team, the Prime Firm shall list each Subconsultant and their respective areas of expertise and primary contact information.

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.

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. Indicate the Prime Firm's name and office location of key personnel; including a listing of each Subcontractor/Subconsultant on the project team and their respective office location of key personnel.

4. Project Approach/Scope.

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. Include how the firm will approach scheduling and coordination of services to be provided to approved residences under the Project. Highlight any particular challenges foreseen on this project, how they will be managed or resolved, and which key personnel will be instrumental in resolving any particular challenges.

Provide a minimum of one (1) example of how the firm would navigate and provide energy auditing and retrofit services contracted by the resident. These contents will be expanded to develop the scope of the Contracted Services Agreement once a Firm is selected.

5. **Examples of Similar Work.**

Include a list of similar projects the project team has worked on within the past five (5) years, listing the Owner, the Owner's contact person, address, phone number, and email address.

6. **Resumes of Key Personnel.**

Include the number of years of experience on municipal government projects and the number of years with the firm.

7. **Proposed Work Schedule.**

Provide detailed information on the firm's proposed work schedule for this Project. Include information on how the firm would receive approved applications submitted from the City of Sedona, schedule appointments with homeowners, perform home energy audits or assessments, perform homeowner-approved retrofits, and provide project assessments and reports to the City.

8. **Other.**

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

9. **Appendix C-1 – Statement of Qualifications Form.**

Respondents shall review and complete this form, ensuring to state the Firm's full legal name, acknowledge any and all addenda issued to this RFQ and sign in permanent ink in the spaces provided in this form.

10. **Appendix C-2 – Respondent's Experience Statement.**

Respondents shall review and complete this form, signing in permanent ink in the spaces provided in this form.

11. **Appendix C-3 – Exceptions to Contract Documents.**

Firms shall clearly state and provide the reason for any and all exceptions to this RFQ and Sample Contracted Services Agreement in Appendix C-3 – Exceptions to Contract Documents. For each exception stated, the Firm shall provide alternative language for the City's consideration during the City's evaluation of statement of qualifications. The City will not consider exceptions submitted after the RFQ Deadline or on forms other than those provided in this RFQ.

12. **Appendix C-4 - Past Performance Questionnaire.**

The respondent shall provide 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 RFQ Deadline. It is the sole responsibility of the Firm to ensure three (3) Past Performance Questionnaires are received by the City prior to the RFQ Deadline.

Respondents to this RFQ will be evaluated on the basis of competence and qualifications. **No fee-based proposals are required or will be accepted at this time.**

CITY OF SEDONA

EVALUATION CRITERIA

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

The City’s Evaluation Team will consist of at least three (3), but no more than five (5) members who will each independently score each statement of qualifications based upon the evaluation categories set forth 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 10 available evaluation points. Failing a Mandatory Requirement disqualifies a Respondent from consideration. The three (3) highest scoring Firms from the Technical evaluation will be placed on the Final List in order from the highest scoring Firm to the lowest scoring Firm.

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	30%		
3	Key Personnel Experience and Qualifications	20%		
4	Project Understanding and Approach	30%		
5	Past Performance	10%		
6	Available Resources	10%		
MAXIMUM TECHNICAL SCORE POSSIBLE		100%		10

Evaluation and Selection of Successful Respondent

The objective of this RFQ is to enable the City of Sedona to select the Firm offering the highest level of competence and qualifications for award of a contract.

1. The Evaluation Team will review and evaluate Statement of Qualifications received by Respondents in the following manner solely based upon the scoring criteria above.
 - a. The Evaluation Team will first evaluate Statement of Qualifications to determine whether they meet the format and content requirements and the standards specified in the RFQ, the Mandatory Requirements.
 - b. Each statement of qualifications that has passed all Mandatory Requirements set forth above shall be ranked from highest (e.g., the most evaluation points earned) to the lowest (e.g., the least evaluation points earned) final technical score based on the average of the scores of the individual evaluators for each statement of qualifications (“Total Technical Weighted Score”).
2. After all Total Technical Weighted Scores are assigned, the City’s Evaluation Team will select a Final List of the three (3) highest scoring firms.
3. Respondents not on the Final List will not be eligible for further consideration for award.

4. The City's Project Representative will negotiate with the highest scoring Firm on the Final List to determine the scope of work, price, and terms and conditions.
5. If negotiations with the highest scoring Firm on the Final List are unsuccessful, the City's Project Representative may terminate negotiations and enter into negotiations with the next highest scoring Firm on the Final List.
6. If negotiations with a Firm on the Final List are terminated, the City's Project Representative may not recommence negotiations or enter into a contract with that Firm under this procurement.
7. The award of the RFQ will be made by the City's Manager or Council to the responsive Respondent who earned the highest Total Technical Weighted Score, successfully completed contract negotiations, and is determined, in writing by the City Manager or Council, to offer the highest level of competence and qualifications to the City.

Statements of Qualifications will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Respondents 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.

If the selected Respondent refuses or fails to execute the contract, the City Manager or Council may award the contract to the Respondent with the next highest Total Technical Weighted Score if the City Manager or Council deems it to be for the best interest of the City.

Technical Scoring Considerations

Firm's Overall 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 statement of qualifications or breach of any agreement that arises from this RFQ.

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?

Past Performance

- The Respondent shall ensure the City receives three (3) completed Appendix C-4 - Past Performance Questionnaires (PPQ's), that are to be submitted directly to the City by the Reference.
- If less than three (3) PPQ's are received by the City, the Respondent will receive no points for past performance.
- If more than three (3) PPQ's are received by the City, the highest scoring PPQ will be omitted.
- **Scoring of Past Performance will be determined based upon responses to the PPQ's. A total of ten (10) evaluation points are available based upon the average of the ratings indicated in the PPQ's. The Respondent's score will be based upon the average of all PPQ's received, rounded to the nearest tenth.**

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?

(Remainder of page intentionally left blank.)



Comprehensive Residential Energy Assessment and Retrofit Services

RFQ No. 2023/24-003

Appendix A Scope of Work

CITY OF SEDONA
SCOPE OF WORK

RFQ No. 2023/24-003
Comprehensive Residential Energy Assessment and Retrofit Services

The Respondent shall provide a staff of experienced, qualified personnel, capable of providing the services to be performed under this RFQ. 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.

Project Background

In the Spring of 2022, the City of Sedona launched its Home Energy Retrofit Project (“HERP”) and partnered with a third-party contractor to identify cost-effective energy conservation measures for approved Sedona homeowners through conducting residential energy audits, providing meaningful information regarding the impacts of these measures, and retrofitting services through the third-party contractor.

To participate in the HERP, Sedona homeowners are required to apply for the HERP so the City may determine whether the homeowner qualifies to receive HERP funding. Qualified homeowners may receive from the City funding contributions ranging from one hundred dollars (\$100.00) to five thousand dollars (\$5,000.00), based on household size and income, for home energy audits, weatherization and retrofitting services.

Since the HERP’s inception, two (2) successful phases of this project have been completed, with forty-eight (48) Sedona residences receiving energy assessment and retrofitting services.

Scope of Work

This RFQ is for the third (3rd) phase of the HERP, with the City anticipating approximately 25 HERP applications from Sedona homeowners accepted in the third round. The final amount of approved applications forwarded to the selected contractor will vary based off the awarded monetary allocations and cost of tailored weatherization and energy efficiency services performed to the approved residences. The City is seeking a qualified contractor to perform services that include, but are not limited to, the following:

1. Receive HERP approved applications from the City of Sedona for homeowners and residences within City limits.
2. Direct interested applicants to submit HERP applications to the City’s Project Representative for the City’s review and determination whether a Sedona homeowner qualifies for the City’s HERP.

3. Coordinate and perform initial home energy audits with HERP approved Sedona homeowners.
4. Submit to the City's Project Representative and the homeowner, an energy assessment report.
5. Upon request of a homeowner, prepare a price proposal for the specific energy efficiency measures identified in the audit report that the homeowner may want to complete.
 - a. A copy of the price proposal shall also be submitted to the City's Project Representative.
6. The energy efficiency measures for any individual household may vary. Energy efficiency measures are to include, but are not limited to, the following:
 - a. Duct sealing,
 - b. Air sealing,
 - c. Insulation repair,
 - d. Lighting upgrades,
 - e. Mini-split installations,
 - f. Heat pump installations, and
 - g. Weatherstripping.
7. Perform homeowner approved energy efficiency retrofitting services.
8. Complete a post-retrofit inspection and provide the City's Project Representative certification of the energy efficiency retrofitting services performed by the Firm.
9. Provide the City's Project Representative a post-retrofit energy audit or outcome calculations report that illustrates the effectiveness of the implemented energy efficiency measures on utility costs, energy consumption, and residential greenhouse gas emissions per household that receives retrofitting services.
10. Coordinate with the City's Project Representative on project outreach, reporting, and homeowner participation.
11. Provide to the City's Project Manager, photographs from various homes retrofitted for inclusion in outreach and reporting materials.
12. Provide to the City's Project Manager, annual and end of contract reviews of HERP to identify successes, challenges, and future opportunities.

The Scope of Work listed above does not include all necessary or appropriate efforts for individual households located within City limits. The City requests recommendations for reaching HERP goals based on the technical knowledge and expertise of Respondents. A more detailed Scope of Work will be developed with the Successful Firm. The Successful Firm, as part of the Scope of Work, shall review and assess each individual City approved residence and tailor specific energy efficiency and weatherization services solutions to the aforementioned residence.



Comprehensive Residential Energy Assessment and Retrofit Services

RFQ No. 2023/24-003

Appendix B

Sample Contracted Services Agreement

CITY OF SEDEONA

Sample Agreement for Contracted Services

RFQ No. 2023/24-003

Comprehensive Residentail Energy Assessment and Retrofit Services

AGREEMENT FOR CONTRACTED SERVICES

FOR

THE CITY OF SEDONA

This Agreement for Contracted Services (“Agreement”) is made and entered into this ____ day of _____, _____ (“Effective Date”) by and between the City of Sedona, an Arizona municipal corporation (“City”) and _____, a _____, and licensed, bonded, and insured Arizona contractor (“Contractor”).

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Arizona and entitled to provide services and enter into contracts for the purpose of obtaining services or benefits which it otherwise could provide; and

WHEREAS, the City issued a Request for Qualifications on the 17th day of August, 2023 for home energy audits, weatherization and retrofitting services and Contractor was the selected respondent.

WHEREAS, the Contractor is a private contractor dedicated to maintaining a standard of excellence and service towards improving building utility efficiencies, reducing environmental impacts, and reducing utility costs for residents and entities who reside in Northern Arizona.

WHEREAS, the City desires to contract for assistance with home energy audits, retrofitting services to improve homeowners’ quality of life, reduce utility demand and consumption, reduce associated greenhouse gas emissions for the benefit of the residents of the City, and Contractor desires to provide the City certain services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, and other good and valuable consideration, the parties agree as follows:

1. **Term:** The term of this Agreement shall be from October 19, 2023, to October 19, 2024, with the option to extend for four (4) additional one (1) year terms.
2. **Payment:** Contractor and the City acknowledge that the services and programs to be provided to Sedona residents are a direct public benefit to the City. The services benefiting the City are set forth in Section 4 below. In consideration of services provided by Contractor, the City agrees to pay Contractor in an amount not to exceed **NINETY THOUSAND DOLLARS (\$90,000.00)**, subject to the availability of funds from the City, for services provided beginning October 19, 2023, and ending October 19, 2024.

Contractor agrees to provide up to \$5,000 in home energy audits, weatherization and retrofitting services per household served. The City agrees to reimburse Contractor up to FIVE THOUSAND DOLLARS (\$5,000) per City-approved household served by Contractor. Payment will be made within 30 days of the City's receipt of an approved invoice. All households served shall not exceed the cumulative Agreement total of NINETY THOUSAND DOLLARS (\$90,000.00).

- a. Approved funding allotments per household will be agreed upon based on the area's median income (AMI) and shall not exceed the dollar limits as follows:
 - i. Households that are under 80% of the AMI would receive up to FIVE THOUSAND DOLLARS (\$5,000.00) towards home retrofitting and weatherization projects.
 - ii. Households between 80-100% of the AMI would receive up to THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) towards home retrofitting and weatherization projects.
 - iii. Households between 100-120% of the AMI would receive up to TWO THOUSAND DOLLARS (\$2,000.00) towards home retrofitting and weatherization projects.
 - iv. Households above 120% of the AMI would receive up to ONE HUNDRED DOLLARS (\$100.00) towards the completion of an energy audit.
 - v. Households below 120% of AMI who do not continue with weatherization and retrofitting services provided by this project will still have the cost of the energy audit covered as part of the funds that would have been allotted for that household.
 - vi. All requests for payment from Contractor for services rendered must include the following:
 - i. Dates of Service
 - ii. Description of services provided; and
 - iii. Fees for services

- iv. Prior written approval by City of services rendered.
- vii. Initial payment will not be made to Contractor by the City until the City has received a valid, signed IRS Form W-9.
- viii. Contractor shall complete and document all services rendered per Sedona household prior to invoicing the City. Contractor shall invoice the City no later than the end of the month following the month in which the work is performed.

b. The following chart will be utilized to determine the funding level awarded per Sedona household based on the AMI:

Household size		1	2	3	4	5	6	7	8
Max. Household Income	80%	\$43,050	\$49,200	\$55,350	\$61,450	\$66,400	\$71,300	\$76,200	\$81,150
	100%	\$53,800	\$61,500	\$69,100	\$76,800	\$83,000	\$89,120	\$95,250	\$101,400
	120%	\$64,560	\$73,800	\$82,920	\$92,160	\$99,600	\$106,944	\$114,300	\$121,680

c. Estimated costs for services rendered varies with each household depending on the size of the household, equipment, extent of problems and repairs needed, size of equipment, etc. To provide increased cost clarity, Contractor has submitted the estimated cost ranges below that the City should expect invoiced services to typically range from. The following cost ranges are for services commonly rendered by Contractor and align with agreed upon services as found in Section 4 Part VII of this document:

Service Category	Cost Range
Duct Sealing	
Air Sealing	
Insulation Repair	
Lighting Upgrades	
Mini-split Installations	
Head Pump Installations	

d. Weatherization and home retrofitting rebates and incentives that currently exist at the County, State, and Utility Provider levels should be sought after by the Contractor and utilized prior to the use of City funds. City funds for this project are to be in addition to currently available incentives that may be found at the County, State, and Utility Provider levels.

3. **Funding Obligation:** The City's obligation to provide the funding herein stated is conditioned on the availability of funds as provided in the City's annual budget, and the ultimate realization of budgeted revenues being received by the City. The City's fiscal year ends on June 30th of each year. Otherwise, the City warrants and represents it will not reduce Contractor's funding during any period because of private donations or business received by Contractor that is generated outside of this project.

4. **Services & General Process:** Contractor shall provide the following goods and services:
 - a. Contractor shall provide home weatherization and energy retrofitting services to residents of the City of Sedona to advance the City's sustainability initiatives. Services provided by Contractor under this agreement shall be applied only to homeowner occupied residences within City limits, providing a minimum standard of service to qualified applicants and the services shall include, but are not limited to:
 - i. Collection of project signup forms from prospective project applicants will occur from two different avenues
 1. Primary avenue: Participants will complete signup forms by accessing the City's website. Completed forms will be submitted to the City's Sustainability Team email and physical addresses, independent from Contractor.
 2. Secondary avenue: In the event that Contractor has direct contact with a potential project participant, Contractor may collect and submit received signup forms to the City's Sustainability Department by email or to the physical address of the City.
 - a. Contractor shall not verify or assess a participant's eligibility.
 - b. Secondary avenue is to be auxiliary and complementary of primary avenue.
 - ii. Applications received will be submitted to the City's Sustainability Team, who will verify recipient qualifications.
 1. The City's Sustainability team will evaluate signup forms.
 2. Verification of Recipient Qualifications will be assessed through information obtained on the signup form, on which applicant must report the following:
 - a. Income Level – Participant-reported on a scale of the Area's Median Income (AMI)
 - b. Homeowner Verification – Participant-reported physical address of property receiving services.
 - c. Additional information may be requested from copies of tax returns, pay stubs, utility bills, property deeds etc. to assess an applicant's responses and qualifications. This information will be found within signup form documentation and is independent of this agreement.

- iii. Submit applicant signup forms to the City Sustainability Team for review if application delivered to Contractor. The City shall attempt to review applications and provide notice in a timely manner.
 - 1. The City shall notify applicants of evaluation outcomes, and approved applicants should be contacted to confirm applicants' awareness of project scope and services.
 - iv. Perform an energy audit of every approved household receiving services under the Home Energy Retrofit Project.
 - v. Report results of the energy audits to the City's Sustainability Team.
 - vi. Contractor shall prepare, upon request from the City, a price proposal for a given project. The scope of work for each individual household will vary, but work shall be consistent with the kind of work described in article vii below.
 - vii. Upon agreement of services to be rendered with a homeowner and approval by the City. Provide home weatherization and retrofitting services for approved homeowner occupied residences which may include but not limited to:
 - 1. Duct sealing
 - 2. Air Sealing
 - 3. Insulation repair
 - 4. Lighting upgrades
 - 5. Mini-split installations
 - 6. Heat pumps installations
 - viii. Provide a post services energy audit or outcome calculations report to City Sustainability Team. Initial energy audit can be submitted with outcome calculations report.
 - ix. Throughout duration of the project, coordinate with City staff for project outreach, reporting, and resident participation.
 - 1. Provide project photographs for inclusion in City outreach and reporting materials.
 - x. Provide yearly and end of contract review of Home Energy Retrofit Project to identify successes, challenges, and future opportunities.
 - xi. Provide an outreach and contact page related to the Home Energy Retrofit Project on Contractor's website.
 - b. Contractor will provide appropriate notice to City staff prior when conducting outreach events and posting outreach on social media.
5. **Financials:** Contractor shall use City funds only for purposes in relation to home weatherization and retrofitting services and provide written accounting to the City describing the manner and use of City funds at the City's request. The City shall have the right to audit the books of Contractor at all reasonable times for the purpose of confirming the expenditures of City funds with reasonable notice to Contractor.
6. **Project Disagreements with Homeowners:** In the event that a disagreement on selected

services rendered occurs between Contractor and a homeowner, attempts should be made between Contractor and the homeowner(s) to collaborate and identify alternative project solutions in good faith. If all attempts have been exhausted and a disagreement on services rendered still exists, the City will favor the expertise of Contractor in identifying solutions and services provided to the home that would provide the most effective utility cost savings, emissions reductions, and home livability.

- a. If an agreement cannot be made on services to be rendered for the respective household, Contractor and the City are not obligated to continue weatherization and retrofitting services. No services are required to be provided to a respective household. Only agreed upon services will be permitted.
7. **Applicant Misreporting:** In the event that an application has been deemed invalid, does not meet project income and homeowner verification, or is misreported and/or falsified information is present, Contractor will not be held liable for applicant errors, application disqualification or rejected determinations, or any other scenario where an applicant has been deemed to misrepresent or misreport on forms and activities relating to the Home Energy Retrofit Program.
 8. **Service Costs Considerations:** After a home energy audit has been performed, the total monetary amount of weatherization and retrofitting services needed to fully restore a home to optimal efficiency may exceed the funding from City sources and from external rebates. Homeowners participating in this program will not be obligated to perform all recommended services that exceed funding allotments. Participants in the program will be allowed to proceed with weatherization and retrofitting services up to the amount of total funding available.
 9. **Reporting to City:** Contractor shall provide status/performance reports yearly and at the end of each contract term that will include statistics related to the Home Energy Retrofit Project as a result of the home energy and retrofitting services provided by Contractor's staff on behalf of the City. Upon the request of the City Council or City Manager, Contractor will provide an annual presentation to City Council on the activities and accomplishments of the agency and the service provision within the City of Sedona.
 10. **Termination:** Either party may terminate this Agreement, without penalty, upon 30 days written notice to the other. Upon such termination, the parties shall assess the services rendered to the date of termination and the City shall make any necessary payment, or Contractor shall make any necessary reimbursement as may be required so that payment for the services rendered to the date of termination shall have been paid by the City on a proportional basis over the term of the Agreement.
 11. **Legal Compliance:** Should a court of competent jurisdiction or any administrative agency with oversight authority determine that any part of this Agreement is contrary to established Federal, State and City laws applicable to the respective responsibilities of the Parties as

described herein, this Agreement, and any part thereto that is in conflict with said laws, shall be modified upon mutual agreement of the Parties in order to bring the Agreement into full legal compliance.

12. **ADA:** Contractor must conform to the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) (ADA) and the Rehabilitation Act of 1973, as amended. This includes prohibiting discrimination against the handicapped in employment, programs, services and activities and making reasonable accommodations to allow their full and equal access to all such employment, programs, services, and activities. Contractor shall comply with all other federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.
13. **Legal Compliance; Venue; Jury Trial Waiver:** Contractor agrees to comply with all Federal, State, local and City laws or regulations applicable to Contractor's business or services or to the performance of these services. This Agreement shall be governed by and enforced using the law of the State of Arizona. The parties agree that any judicial action brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Yavapai County, 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.
14. **Liability:** The City shall not be liable for any act or omission occurring in Contractor's performance of this contract. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, demands, claims, damages to persons or property, and losses of whatever nature, arising out of or resulting from any services performed under this contract by Contractor or Contractor's negligence or misconduct.
 - a. Contractor will provide the City with proof of liability insurance in an amount acceptable to the City.
 - b. The City shall have no liability under this contract beyond payment of fees, not to exceed the stated amount, for services rendered. Contract payments to be made under this contract are contingent upon the availability of funds to the City, authorized for expenditure in the manner and for the purpose of home weatherization and retrofitting services described.
 - c. Contractor shall require each approved participant to sign and provide a waiver of liability that indemnifies the City for participation in the home energy audits, weatherization and retrofitting services.

15. **INSURANCE.**

- a. General:
 - 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:

- 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
- 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.
- 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."
- 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.
16. 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.
17. **Registered Contractor:** Contractor agrees to maintain Bonded and Insured licensing under State of Arizona Requirements for contractors in its field of service.
18. **Performance:** Contractor agrees to provide a specific product which consists primarily of development and delivery of home weatherization and retrofitting services. The City does

not have the authority to control the actual work of Contractor, but the City may establish deadlines for delivery and standards for the quality of work.

- 19. **Non-Assignment:** This agreement is non-assignable. Any attempt to assign any of the rights, duties, or obligations of this Agreement is void.

- 20. **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.

- 21. **Written Changes:** This Agreement contains the entire Agreement of the parties with respect to the subject matters hereof and it may be amended or modified only by an instrument in writing signed by both parties.

a. Written notices to City shall be sent to:

City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

b. Notices to Contractor, shall be addressed to:

22. Independent Contractor:

- a. The parties agree that Contractor provides specialized services, and that the Contractor enters this agreement with the City as an independent contractor. Nothing in this contract shall be construed to constitute that Contractor, nor any of its personnel, volunteers, or directors, are agents, employees, or representatives of the City.
- b. As an independent contractor, Contractor is solely responsible for all labor and expenses in connection with this agreement and for any and all damages that may arise during the operation of this Agreement.

- c. As an independent contractor, Contractor is not entitled to Workers' Compensation benefits from the City. Contractor shall be responsible for obtaining any required business registration or license required for performance of this contract, as well as any tax liability created by the Agreement.
- d. Contractor shall carry appropriate insurance and shall indemnify and hold the City and its officials, employees and agents harmless from any and all claims, demands, actions and causes of action (including administration or alternative dispute resolution proceedings) penalties or costs (including attorneys' fees) or liability for damages for personal injury or property damage resulting from the acts or omissions of Contractor's officers, directors, agents, employees, or volunteers, in connection with this agreement or in any way arising from the activities or services of Contractor as set forth in this agreement. Contractor shall provide a copy of the insurance certificate, which lists the City of Sedona as an additional insured, to the City Manager's Office prior to the first installment release.
- e. It is understood and agreed that Contractor is free to contract with other parties or to otherwise provide additional services.

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF SEDONA, ARIZONA

CONTRACTOR

By: _____

By: _____

City Manager

Owner

Date: _____

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney



Comprehensive Residential Energy Assessment and Retrofit Services

RFQ No. 2023/24-003

Appendices C 1-4 Forms

CITY OF SEDONA

Appendix C-1

STATEMENT OF QUALIFICATIONS FORM

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

Full Legal Name of Respondent/Firm: _____

In response to this Request for Statements of Qualifications, the undersigned respondent hereby states its technical qualifications to furnish all labor, materials, travel, professional services, permits, supervision, equipment and equipment rental and all related expenses, 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 Statements of Qualifications and the final contract for:

**Comprehensive Residential Energy Assessment and Retrofit Services
RFQ No. 2023/24-003**

The Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Statements of Qualifications and any addenda thereto; that he/she is submitting the statement of qualifications in strict accordance with the Instructions and Conditions; and that he/she has carefully reviewed the accuracy of all attachments to this statement of qualifications.

The Respondent certifies that he/she has examined the request for statements of qualifications documents thoroughly, including addenda numbers _____, _____, _____, and _____, which are on file at the Sustainability Department of the City of Sedona, located at 221 Brewer Road, Sedona, Arizona 86336, has studied and carefully correlated respondent's observations with the request for statement of qualifications documents and all other matters which can in any way affect the work.

The Respondent understands that the City reserves the right to reject this statement of qualifications and agrees that this statement of qualifications constitutes a firm offer to the City which shall remain open and may not be withdrawn by the respondent for ninety (90) calendar days from the RFQ Deadline.

The Respondent understands and agrees that if the City issues a Notice of Intent to Award to the Respondent within the time the statement of qualifications is required to remain open, the Respondent 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, certificates of insurance, and bonds (if required) are received by the City.

If the respondent to whom the Notice of Intent to Award is given fails or refuses to return executed copies of the Contract, required certificates of insurance, and bonds (if required) within ten (10) calendar days from the date of receiving the Notice of Intent to Award, the successful respondent shall be deemed to be in default and the City may award the contract to the next highest-ranking respondent.

(Signatures to follow on next page.)

The undersigned hereby declares that Respondent has read, understands, and will fully and faithfully comply with the Contract Documents.

Signature of Authorized Representative

Date

Print Name

Title

Respondent's Address: _____

Telephone Number: _____

Email Address: _____

CITY OF SEDONA

Appendix C-2

RESPONDENT'S EXPERIENCE STATEMENT

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

Full Legal Name of Respondent/Firm: _____

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

1. The respondent has been engaged in this business under its present business name for ____ years.
2. The respondent possesses ____ years of experience in work similar in type and magnitude as that set forth in this RFQ.
3. The respondent has satisfactorily completed all contracts awarded to it, except as follows: (name any and all exceptions and reasons therefore) *Attach additional pages as necessary.* _____

4. List all work similar in type and magnitude as set forth in this RFQ that respondent has completed within the last five (5) years. *Attach additional pages as necessary.*

Owner	Year	Type of Work Completed	Contract Amount	Contact Name	Contact's Telephone and Email

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

Signature of Authorized Representative

Date

Print Name

Title

CITY OF SEDONA

Appendix C-4

PAST PERFORMANCE QUESTIONNAIRE

RFQ No. 2023/24-003

Comprehensive Residential Energy Assessment and Retrofit Services

Submit Completed Form To: Bryce Beck, Sustainability Manager

Phone: (928) 203-5127

Email: BBeck@sedonaaz.gov

Subject: Past Performance Survey of:

(Name of Firm Submitting a Statement of Qualifications 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 competence and qualifications. 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 below **and return it directly to Bryce Beck, Sustainability Manager, City of Sedona.**

Please rate each of the criteria on a scale of one (1) to ten (10), with ten (10) representing that you were very satisfied (and would hire the firm/individual again) and one (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 state "unknown" in the Rating box.

Reference's Company Name: _____

Date Completed: _____

Project Name: _____

No.	Criteria	Unit	Rating
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm/individual again	(1-10)	
5	Leadership ability of personnel assigned to the project	(1-10)	
6	Ability to effectively communicate	(1-10)	

Signature of Reference

Printed Name of Reference

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 Thursday, September 28th to: Bryce Beck, Sustainability Manager, at BBeck@sedonaaz.gov.