



**City of Sedona**

102 Roadrunner Drive, Sedona, AZ 86336

Phone: (928) 203-5040

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# **REQUEST FOR PROPOSALS**

**FOR**

**CULVERT CLEANING SERVICES**

**RFP No. 24-006**

**PROPOSALS MUST BE RECEIVED PRIOR TO 2:00 P.M.**

**March 14, 2024**

MAIL: City of Sedona  
ATTN: Procurement  
102 Roadrunner Drive  
Sedona, AZ 86336  
Monday – Thursday, 7:30 am – 5:00 pm

HAND DELIVER: City of Sedona  
Financial Services  
ATTN: Procurement  
106 Roadrunner Drive  
Sedona, AZ 86336  
(928) 203-5040  
Monday – Thursday, 7:30 am – 5:00 pm

**RESPONDENT'S NAME AND ADDRESS**

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS**

**CITY OF SEDONA  
RFP No. 24-006**

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**NOTICE TO RESPONDENTS**

City of Sedona  
106 Roadrunner Drive  
Sedona, AZ 86336

Sealed proposals for culvert cleaning services, RFP No. 24-006, will be received by the City, located at 106 Roadrunner Drive, Sedona, Arizona 86336, until 2:00 p.m., local Arizona time, on March 14, 2024.

PROJECT: CULVERT CLEANING SERVICES, RFP No. 24-006

DESCRIPTION: The City of Sedona, Arizona is inviting firms to submit proposals to provide culvert cleaning services to maintain the City's storm water system.

CONTRACT TERM: The Contract term shall be for an initial one (1) year term, with the option to extend for two (2) additional one (1) year terms.

Copies of the Request for Proposals may be obtained from the City of Sedona's website at <http://www.sedonaaz.gov/business/doing-business/bids-and-rfps>.

Each firm's response shall be made on forms furnished in the Request for Proposals and submitted no later than the above cited due date and time.

Proposals must be enclosed in a sealed envelope addressed to:

**HAND DELIVERY**

or US MAIL:

City of Sedona  
Financial Services  
Attn: Procurement  
106 Roadrunner Drive  
Sedona, AZ 86336  
Monday – Thursday, 8:00 a.m. to 5:00 p.m.

AND MARKED: Request for Proposals - CULVERT CLEANING SERVICES, RFP No. 24-006

AND RECEIVED: At the Financial Services Department no later than 2:00 p.m., local Arizona time, on March 14, 2024 (as determined by reference to [www.time.gov](http://www.time.gov) ref Arizona area)

The successful firm will be selected based on the best value and responsive proposal provided to the City.

All questions should be directed in writing to Ian Coubrough, Procurement Officer, 106 Roadrunner Drive, Sedona, Arizona 86336, or by email at [icoubrough@sedonaaz.gov](mailto:icoubrough@sedonaaz.gov).

BY:

\_\_\_\_\_  
Ian Coubrough, CPPB  
Procurement Officer

## PART I - INSTRUCTIONS TO RESPONDENTS

### 1. PURPOSE

The City of Sedona (“the City”) is soliciting proposals from qualified firms for culvert cleaning services to provide quarterly cleaning services to maintain the culverts across the City.

### 2. SCOPE OF WORK:

Contained within the Scope of Services (Part III-D) are specific objectives which will be required of the awarded respondent. The City of Sedona shall retain the ability to revise this scope as necessary.

### 3. SUBMITTAL REQUIREMENTS:

One (1) original copy of the respondent’s sealed proposal, and one (1) electronic copy on USB flash drive containing the complete proposal in PDF format, will be received by the City until 2:00 p.m., local Arizona time, on March 14, 2024, at Financial Services, 106 Roadrunner Drive, Sedona, Arizona 86336.

The outside of the envelope must bear the notation:

**REQUEST FOR PROPOSALS - CULVERT CLEANING SERVICES- RFP No. 24-006**

### 4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be on 8 ½ x 11 inches, single sided paper, with 11-point font minimum. Proposals shall be submitted in the format outlined below. Proposals must be valid for a period of ninety (90) calendar days from the date of opening. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

- A. References.** Identify at least three companies or governmental agencies where the same or similar services as contained in the RFP were recently provided. Respondents shall provide information as requested in this RFP Section III-B.
- B. Equipment & Personnel.** Describe the equipment and personnel your firm will be committing to service this contract. Include personnel’s experience working on similar contracts and highlight contract managers’ experience and qualifications. Respondents shall complete the form provided in this RFP Section III-C.
- C. Cost Proposal.** The costs provided shall be all inclusive of all costs necessary to meet the requirements included in this RFP and shall be compared and evaluated for their competitiveness. Pricing shall be submitted on the forms provided in in this RFP Section III-E.

### 5. QUESTIONS:

All explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals, or any part thereof, must be requested in writing and directed to Ian Coubrough, Procurement Officer, and shall be received no later than 2:00 p.m., local Arizona time, on March 7, 2024. Violation(s) may be cause for rejection of proposals.

## **CITY OF SEDONA PROJECT REPRESENTATIVE:**

Ian Coubrough, CPPB  
106 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 203-50401  
[icoubrough@sedonaaz.gov](mailto:icoubrough@sedonaaz.gov)

### **6. INSTRUCTIONS TO RESPONDENTS**

The City of Sedona exclusively uses its website, <https://www.sedonaaz.gov/business/doing-business/bids-and-rfps>, for the dissemination of all formal solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid/proposal non-compliant/non-responsive. The City accepts no responsibility for the receipt and/or notification of solicitations through any other means.

### **7. 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 designated City employee 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.**

### **8. LATE PROPOSALS AND MODIFICATIONS**

Proposals must be in the office of the City Procurement Officer before or at the specified time and date proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive.

### **9. WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the designated City employee.

### **10. INTENT OF THE CITY**

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Contents of this RFP and respondent’s submittal will be used for establishment of final contractual obligation. It is to be understood that this RFP document and the respondent’s proposal may be attached or included by reference in an agreement between the City and successful respondent.

### **11. BASIS FOR SELECTION**

Proposals will be evaluated utilizing the criteria listed below.

| <b>CRITERIA</b>                                | <b>POINTS</b> | <b>SCORE</b> |
|--|---------------|--------------|
| Firm Experience based on References            | 25            |              |
| Personnel, Personnel Experience, and Equipment | 25            |              |
| Cost Proposal                                  | 50            |              |

After the City has identified the proposal with the best value to the City, the City shall have the right to interview and negotiate with the respondent over the 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 the RFP. If an agreement cannot be reached, the negotiation will be terminated, and similar negotiations will occur with the second-ranked firm.

### **Rating Considerations**

#### Firm Experience based on References.

- What experience with similar projects of this size and scope does the respondent have?
- What qualifications and relevant experience does the contract manager have?
- Does the respondent have a good record of completing similar services?
- How does the respondent manage project costs, schedules, and work quality?
- How are customer concerns handled/addressed?
- Would respondent's customer contract with the firm again?

#### Personnel, Personnel Experience, and Equipment

- Will adequate personnel and equipment be provided to fulfil this contract?
- Is respondent's equipment current and in working order?
- Does the contract manager have experience managing similar contracts?

#### Cost Proposal

- The respondent with the lowest cost shall receive all available points and all other Respondents will receive a proportional share of the points based on the proration of their cost to the lowest cost provided-  $(\text{Lowest Price Proposal} / \text{Price of Proposal being Evaluated}) \times \text{Maximum Price Score Possible} = \text{Points Earned}$ .

## **12. REQUIRED INSURANCE**

Insurance requirements are listed in Section 6 of the attached sample Services Agreement.

**13. SAMPLE SERVICES AGREEMENT**

The Sample Services Agreement attached hereto is provided as an example only. The terms and conditions are subject to change.

**14. PROPOSED SCHEDULE**

The tentative timeline established by the City for its selection process is as follows. This timeline is subject to change by the City.

|                   |  |
|-------------------|--|
| February 26, 2024 | Issue Request for Proposals  |
| March 7, 2024     | 2:00 p.m. Deadline for Questions   |
| March 14, 2024    | 2:00 p.m. Proposal Submittal Deadline.   |
| March 21, 2024    | Committee finalizes review of proposals.<br>The top candidate will be announced. |
| March 26, 2024    | At this time, negotiations will be finalized.                                    |
| April 9, 2024     | City Council approval of contract with<br>selected firm.                         |
| April 15, 2024    | Project kick off.  |

*(Remainder of Page Intentionally Left Blank)*

## **PART II - TERMS AND CONDITIONS**

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. City reserves the right to extend the date by which submittals are due. City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to reject any and all responses, in part or in whole, and to accept responses which, in its sole discretion and opinion, appear to be responsive.

### **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. 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 Part III-A – Submittal Form.

### **3. 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.

### **4. 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 A-1 – Exceptions to Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

### **5. AWARD OF PROPOSAL/CONTRACT**

Award of proposal will be made to one (1) or more firms 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.

## **6. 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.

## **7. NON-DISCRIMINATION**

The Contractor shall comply with State of Arizona Executive Order No. 2023-01 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

## **8. 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.

## **9. 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.

## **10. 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 – State Procurement Office codified by rule apply in case of protest. Those rules are found in the Arizona Administrative Code, R2-7-A901 et seq.

## **11. PUBLIC RECORDS LAW**

All proposals and supporting materials submitted in response to this solicitation, as well as correspondence relating to this RFP, shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Proposer believes that a specific section of its proposal is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its response. A Proposer may request specific information contained within its proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as "confidential" available to the

public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its proposal marked "confidential." The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

## **12. 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.

## **13. SALES TAX**

The successful Proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

## **14. RESERVED RIGHTS**

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdraw the RFP at any time, at the City's sole discretion,
- Make an award under the RFP in whole or in part,
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
- Seek clarifications and revisions of proposals,
- 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,
- Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
- Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
- Change any of the scheduled dates,
- Eliminate any mandatory, non-material specifications that cannot be complied with by all

of the prospective proposers,

- Waive any requirements that are not material,
- Negotiate with the successful proposer within the scope of the RFP in the best interest of the City,
- Conduct contract negotiations with the next responsible proposer, should the City be unsuccessful in negotiating with the selected proposer,
- Utilize any and all ideas submitted in the proposals received,
- Require, unless otherwise specified in the RFP, that every offer is firm and not revocable for a period of ninety (90) calendar days from the RFP Deadline,
- 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.

## **15. 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 the Proposer 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.

## **16. 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.

## **17. INDEMNIFICATION**

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.

## 18. INSURANCE

### 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 CITY, either in the initial bid, or prior to commencement of particular tasks. CONTRACTOR shall submit to 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.

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 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 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 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 CONTRACTOR obtains prior written approval of 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 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 CONTRACTOR 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 CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR 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.

## 19. 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.

## 20. TERM; TERMINATION.

A. Term. Once a contract is awarded, the unit prices offered by the successful respondent shall remain firm for the term of the contract. The contract shall commence on the date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR 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 CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR 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 CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR 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 CONTRACTOR 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.

## **21. SIGNATURES**

Signatures on all Contract Documents shall be original and in permanent ink in the name of the proposer and by a person authorized to sign the Contract Documents. Typewritten signatures will not be accepted and will deem a proposal as non-responsive.

## **22. RFP DOCUMENTS**

At the time of issuance, the documents listed in the table of contents of this RFP document are all the original documents included herein. Any addenda shall be issued and posted separately and shall indicate the date of issuance and addendum number.

**PART III - RFP DOCUMENTS**

**PART III - A - SUBMITTAL FORM**

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, 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:

**CULVERT CLEANING SERVICES**

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

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the respondent for ninety (90) calendar days from the date of actual opening of proposals. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

|                          |                        |
|--------------------------|------------------------|
| _____                    | _____                  |
| Offeror (Entity Name)    | Signature              |
| _____                    | _____                  |
| Street & Mailing Address | Print Name of Signator |
| _____                    | _____                  |
| City, State and Zip      | Title of Signator      |
| _____                    | _____                  |
| Telephone No.            | Mobile No.             |
| _____                    | _____                  |
| E-mail Address           | Date Signed            |

If not the same as above, indicate the city and state that your principal place of business is located:

**Acknowledgment of Addenda (if any):**

|                  |                     |
|------------------|---------------------|
| Addendum 1 _____ | Date Received _____ |
| Addendum 2 _____ | Date Received _____ |
| Addendum 3 _____ | Date Received _____ |

**PART III – B - RESPONDENT’S EXPERIENCE STATEMENT**

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

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

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- d. List all work completed within the last five (5) years of similar type and magnitude as set forth in this RFP. **Please include a sheet with all contact information and details of the project on a separate sheet.**

| OWNER | YEAR  | TYPE OF<br>COMPLETED WORK | CONTRACT<br>AMOUNT |
|-------|-------|---------------------------|--------------------|
| _____ | _____ | _____                     | _____              |
| _____ | _____ | _____                     | _____              |
| _____ | _____ | _____                     | _____              |
| _____ | _____ | _____                     | _____              |
| _____ | _____ | _____                     | _____              |
| _____ | _____ | _____                     | _____              |

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
(day of month) (month) (year) (city, state)

NAME OF RESPONDENT: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title)



**PART III – C - PERSONNEL & EQUIPMENT LIST**

**Management/Supervisory Personnel  
Servicing Contract**

Name:

Experience providing similar services:

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**Support Staff**

How many supporting staff will be provided to fulfill contract requirements?

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**Equipment List**

Provide a listing of equipment that will be dedicated to this contract and indicate the condition of equipment.

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## PART III – D - SCOPE OF SERVICES

### 1. General

The City is seeking a qualified contractor to provide services to maintain the City's storm water culverts. The successful Contractor shall work with the City Project Manager to schedule and perform quarterly culvert cleanings at various locations across the City. The project is anticipated to begin in the spring with a cleaning to be conducted each three months thereafter. Cleaning shall be performed utilizing a hydrovac system to clean and remove built up soil, sands, silt, debris, and trash. Mechanical methods are not desirable as they may damage the culverts during cleaning. The City will provide a water truck and operator as well as a location for all collected material to be dumped.

Unless otherwise specified, Contractor shall:

- Be responsible for all materials, labor, and services required to perform the cleaning services.
- Be responsible for ensuring the piping is cleared out and will allow for proper drainage.
- Be responsible for ensuring any debris or trash in the immediate inlet or outlet apron is removed.
- Allow for inspection by the City of all services provided and equipment being used.
- Be aware that other projects may be occurring simultaneously and work by others shall be accommodated.
- Be responsible for all project safety, safety materials, and safety equipment, to protect the City of Sedona, the general public, the contractor and its employees.
- Be responsible for the title and risk of loss or damage to all items until acceptance by the City.
- Contractor shall not subcontract any portion of the work required under this contract.
- Be responsible to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- Keep all work areas in orderly condition, free of unnecessary material and equipment. All debris shall be picked up and hauled away by the Contractor to the City's designated site.
- Upon being notified of a work request by the City Project Manager, respond and provide contracted services within seven calendar days.
- Be responsible for the transportation and drop-off of all collected debris at the City's designated drop-off location at 7700 West State Route 89A, Sedona, AZ 89336.

The City has provided an estimated number workdays in the Cost Proposal, Part III-E. These quantities are estimates only and are not a promise to order services. The City also reserves the right to request services from the contractor in addition to the quantities listed in the Cost Proposal and such requests shall be provided within the contracted response time in this section and at the contracted rates in Part III-E.

### 2. Payment

The City shall make payment to Contractor based on the rate submitted in Part III-E. City shall not be responsible for payment for downtime or any other periods of time Contractor is not directly providing services to the City such as mobilization, etc. The rate provided in Part III-E shall be all inclusive of all overhead, profit, materials, etc. Invoices shall be submitted for approval upon completion of service and shall include the number of working days Contractor has completed. A workday is defined as a 10-hour period when services described in this RFP are provided. Should services be provided that are more or less than a full workday, Contractor shall provide a prorated invoice for the actual time spent providing services.

**PART III – E - COST PROPOSAL**

| <b>DESCRIPTION (JOB SCOPE)</b> | <b>QTY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>TOTAL BASE BID</b> |
|--------------------------------|------------|-------------|-------------------|-----------------------|
| Citywide Culver Cleaning       | 8          | Workdays    | \$ _____          | \$ _____              |
|                                |            |             |                   |                       |

## PART IV - SAMPLE SERVICES CONTRACT

### **SAMPLE** DEPARTMENTAL CONTRACT FOR SERVICES FOR THE CITY OF SEDONA

This Contract (“CONTRACT”) 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** (“CONTRACTOR”).

#### 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 services of CONTRACTOR to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONTRACTOR desires to provide CITY with the services and produce the specific work set forth in this Exhibit A in accordance with the practices and standards set forth in this Contract; and
- D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

#### AGREEMENT

The parties agree as follows:

##### 1. SCOPE OF WORK.

A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform certain services and complete all work in connection with the **PROJECT NAME** (the “Project”) as set forth in **Exhibit A** “Scope of Work” attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR’S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.

B. Change in Scope of Work. If deemed necessary by the CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit A 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 CONTRACTOR. If CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of the CITY shall have the authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit A.

E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to 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 or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.

F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without 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. The CITY agrees to pay CONTRACTOR as compensation for the work and/or services performed in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit A**, if any, an amount not to exceed **\$Click here to enter text**. Except as otherwise set forth in this CONTRACT, 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, CONTRACTOR 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 an invoice is received by the CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, and for the hours billed, if applicable. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, and during all claims resolution proceedings, CONTRACTOR shall continue to render the services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the work and/or services or CONTRACTOR'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 CONTRACTOR to accomplish a task hereunder may be reimbursed by CITY, however, 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. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTORS performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

## 3. **PROFESSIONAL RESPONSIBILITY.** The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the Services

described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW.** It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations in effect on the date of this CONTRACT. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, 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. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE.**

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 as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to 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 (Occurrence Form) 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.

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 professional services are utilized by CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede any work on the Project. 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 to 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 CONTRACTOR obtains prior written approval of 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 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 CITY. 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 CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this CONTRACT or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.

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.

7. **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.

8. **TERM; TERMINATION.**

A. Term. This CONTRACT shall terminate on [Click or tap to enter a date.](#), or at such earlier time as all work included in the Scope of Work is completed or the CONTRACT otherwise terminates as provided herein.

B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this CONTRACT, CITY shall have any remedy or right of set-off available at law and equity. If applicable, upon any termination of this CONTRACT, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONTRACTOR in relation to the Project or this CONTRACT. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR 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 the CITY.

C. Termination for Cause. CITY may terminate this CONTRACT for cause if CONTRACTOR fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT 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 services/materials similar to those provided under this CONTRACT. There are no automatic renewals of this CONTRACT.



E. Appropriation of Funds. Every payment obligation of the CITY under this CONTRACT 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 CONTRACT, This CONTRACT 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.

9. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This CONTRACT shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of 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 CONTRACT or the subject matter thereof and consent to a trial to the court.

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

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

12. **ENTIRE AGREEMENT.** This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT 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 CONTRACT. In the event any term or provision of this CONTRACT is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this CONTRACT shall be construed and enforced as if it did not contain the term or provision.

13. **NON-DISCRIMINATION.** CONTRACTOR, its agents, employees, 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).

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

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

B. Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR 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 CONTRACT and shall subject CONTRACTOR to penalties up to and including termination of this CONTRACT at the sole discretion of the CITY. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this CONTRACT to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR 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 CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT 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, transportation facility or improvement to real property.

D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit B**).

E. CONTRACTOR 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. If applicable, CONTRACTOR 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."

15. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this CONTRACT. In the event any dispute cannot be resolved through direct discussions, the parties may endeavor to settle the dispute through voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.

16. **DELAYS.** CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

17. **REMEDIES UPON BREACH.** If any party to this CONTRACT materially breaches the terms of the CONTRACT, 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 CONTRACT, 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.

18. **CONFLICT OF INTEREST.** From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for

services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this CONTRACT and/or adversely impact the quality of the work under this CONTRACT without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this CONTRACT is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

19. **NOTICE.** Any notice or communication between CONTRACTOR 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

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **EXHIBITS.** The following exhibits, are a part of this CONTRACT and are incorporated herein by 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 CONTRACT, the terms of the CONTRACT shall control.

21. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS.** Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR 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 CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR’s objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT 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**

\_\_\_\_\_  
CONTRACTOR'S FIRM NAME

\_\_\_\_\_  
City Manager or City Department Head

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

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

ATTEST:

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

\_\_\_\_\_  
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 contractor is a corporation (Inc., LLC, LLP).

**APPENDIX A-1 - EXCEPTIONS TO CONTRACT DOCUMENTS**

**CULVERT CLEANING SERVICES  
RFP No. 24-006**

Legal Name of Proposer/Firm: \_\_\_\_\_

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. If there are no exceptions, please state "NONE."

**Exceptions:**

*If additional space is needed, include additional copies of this page.*